# OFFICE OF : CHIEF ELECTORAL OFFICER UTTARAKHAND

Vishwakarma Bhawan First Floor Secretariate Campus, 04-Shubhash Road, Dehradun- 248001
Email ID: ceo_uttaranchal@eci.gov.in PHONE NO. 0135- 2713760, 2713551, 2713724
election09@gmail.com

No.-2096 / XXV - 12 / 2026 Dehradun, Dated 09 नवम्बर, 2026

**NOTICE INVITING E -TENDER**
**FOR SUPPLY OF STATIONERY ITEMS, COMPUTER STATIONERY, CONSUMABLE ETC. FOR DAY TO DAY OPERATION FOR THE OFFICE OF CHIEF ELECTORAL OFFICER UTTARAKHAND, DEHRADUN.**

Under the provision in Uttarakhand Procurement Rules as amended from time to time E-Bids are invited by Chief Electoral Officer, Uttarakhand through two bids System Technical bid and Financial bid from well-established and reputed Firms who fulfil the eligibility criteria for the ***Supply of Stationery items, Computer Stationery, Consumable etc. for day to day operation at the Office of Chief Electoral Officer Uttarakhand , Dehradun*** (hereinafter referred to as 'the Goods'). This Tender Document above reference number, (hereinafter referred to as 'the Tender Document'), gives further details

| Sr No | Particular | Detail and important dates and detail of the Tender |
|---|---|---|
| 1 | Name of Tender | Supply of Stationery items, Computer Stationery, Consumables etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun |
| 2 | Address of Tender Inviting Authority | Office of Chief Election Officer , Uttarakhand First Floor, Vishwakarma Building Uttarakhand Secretariat Subash Road, Dehradun-248001 Uttarakhand |
| 3 | Tender Document | Websites: https:// uktenders.gov.in/ and https://ceo.uk.gov.in |
| 4 | Tender Fee | INR 2,000/- inclusive of all the taxes |
| 5 | Date of Publication | 11 November 2026 |
| 6 | Date and Time for Pre-bid meeting | 16 November 2026 from 1100 Hrs. at the office of Tender Inviting authority |
| 7 | Last date and time for physical submission of documents | 09 December 2026 on or before 1400 Hrs. at the office of Tender Inviting authority |
| 8 | Last date and time of uploading the documents on E-Procurement Portal | 09 December 2026 on or before 15:00 Hrs. |
| 9 | Date and time for opening of Technical Bid | 09 December 2026 at 1600 Hrs. |
| 10 | Bid Security Fee | INR 1,25,000/- either as BG/NSC/FDR/TDR |
| 11 | Bid Validity | 90 days from the last date of submission |

# SECTION-II
# INSTRUCTION TO BIDDERS (ITB)

| | BID DATA SHEET (BDS) | |
|---|---|---|
| 1 | Reference No of Bids | No. /XXV - / 2026 Dehradun, October, 2026 |
| | Name of Tender | Supply of Stationery items, Computer Stationery, Consumable etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun |
| 2 | Name & Address of officer as the Procuring Entity (PE)** and for clarification purposes | Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan. Uttarakhand Secretariat ,Subash Road, Dehradun-24800 Uttarakhand |
| a | Name of Nodal Officer | Mr. Mastu Das |
| b | Designation | Asst. Chief Electoral Officer Uttarakhand |
| c | Contact No. | 0135-2713551 & 2713724 |
| d | E- Mail Id. | Election09@gmail.com |
| e | Placing Work Order | Office of Chief Electoral Officer , Uttarakhand |
| f | Payment authority Office | Office of Chief Electoral Officer , Uttarakhand |
| 3 | Subject Matter of Procurement | Supply of Stationery items, Computer Stationery, Consumable etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun |
| 4 | FOR Destination | Office of Chief Electoral Officer , Uttarakhand |
| 5 | Joint Venture / Consortium | Not Allowed |
| 6 | Bid Procedure | Single Stage Two Envelopes Bidding (Two Parts)<br>National Open Competitive Bid procedure |
| 7 | Websites for downloading Bidding Document, | Websites: https:// uktenders.gov.in/ and https://ceo.uk.gov.in |
| 8 | Bid Fee | INR 2,000/- inclusive of all taxes payable either through Banker's Cheque or Bank Draft from a Scheduled Commercial Bank in name of '***Chief Electoral Officer, Uttarakhand***' payable at ***Dehradun*** |
| 9 | Bid Security and Mode of Payment | ***INR 1,25,000 (One Lakh Twenty Five Thousand only) BG/ FDR/ TDR in favour of 'Chief Electoral Officer, Uttarakhand ' payable at 'Dehradun' by any Scheduled Commercial Bank through either of the financial instrument FDR/TDR/ Bank Guarantee.*** |
| b | Minimum days for Bid Security | Bid Validity is 90 days from the last date of Submission , but bid security to be submitted should be at least 90 days from last date of submission of bid and additional 30 days more ie bid security should be , minimum 120 days from last day of submission<br>Any bid security less than above minimum stated days shall make bid substantially unresponsive and summarily rejected |
| 10 | Date of Advertisement/ Bid Publication | 11 November 2026 |
| 11 | **Period of downloading of Bidding Document through E- Procurement (Start/ End Date)** | |
| a | Start Date | 19 November 2026 from 1300 Hrs. |
| b | End Date | 09 December 2026 till 1100 Hrs. |
| 12 | Date/ Time/ Place of Pre-bid Meeting | 16 November 2026 at 1100 hrs.<br>Office of Chief Electoral Officer , Uttarakhand,<br>First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat , Subash Road, Dehradun-248001 , Uttarakhand |

<table>
<tr><td>B</td><td>Date and time for submission of Pre-Bid Queries</td><td>17 November 2026 till 1700 Hrs, the queries are to be mailed to following e-mail id in both Pdf and Excel sheet<br>E-Mail Id- election09@gmail.com</td></tr>
<tr><td colspan="3">13 Date of submission of Documents by uploading of documents on E-Procurement Portal</td></tr>
<tr><td>a</td><td>Start Date</td><td>19 November 2026 from 1300 Hrs</td></tr>
<tr><td>b</td><td>End Date</td><td>09 December 2026 till 1530 Hrs.</td></tr>
<tr><td colspan="3">14 Submission of Documents in Original and Physical Form</td></tr>
<tr><td>a</td><td>Date of submission of documents</td><td>09 December 2026 till 1400 Hrs.</td></tr>
<tr><td>b</td><td>Place of Submission of documents</td><td>Office of Chief Electoral Officer , Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun-248001 Uttarakhand</td></tr>
<tr><td>c</td><td>Documents to be submitted along with bid</td><td>1. Letter of Bid- Form No BD-I<br>2. Bidder Information Form – BD-II<br>3. Bidders Performance Statement – Form No BD(PS)- III<br>4. .Financial Strength of Bidder – Form -BD (FS)- IV<br>5. Power of Attorney for signing Bid- Form BD(PA)-V<br>6. Affidavit Undertaking by Bidder -Form -BD (AU)-VI\<br>7,Certifcate for Non-deviation<br>8. Manufacturer Authorization Form - Form -BD (MAF)-IX<br>9. Bid Security as per form Form-BD (BS) X<br>10 , Prescribed Tender Fee<br>11 Documents as PAN Card GSTIN n0<br>The documents on Sr No 5 and Sr No 6 are to be submitted in Original on a Non Judicial Stamp Paper of INR 100 each duly notarized and the scanned copy to be uploaded on e-procurement portal<br>Sr no 5, 6 , 9 and 10 are to be submitted in Original in a sealed envelope before the last date of bid submission , failing which the bid shall be considered substantially unresponsive and shall be summarily rejected,</td></tr>
<tr><td>d</td><td>Authorised Signatories</td><td>
<table>
<tr><th>Constitution of the Bidder</th><th>Signatory</th><th>Documentation</th></tr>
<tr><td>Proprietorship</td><td>Proprietor</td><td>NA</td></tr>
<tr><td>Partnership Firm</td><td>Any one of the Partner duly authorized by the partnership(Partners)</td><td>Declaration of Authorised Signatory</td></tr>
<tr><td>Company</td><td>• authorised as signatory vide duly executed Power of Attorney duly authorised vide Board Resolution.</td><td>• Original Power of Attorney Document<br>• Certified copy Board Resolution</td></tr>
</table>
</td></tr>
<tr><td>15</td><td>Date/ Time/ Place of Technical Bid Opening</td><td>Date- 09 December 2026<br>Time -1600 Hrs<br>Office of Chief Electoral Officer , Uttarakhand,<br>First Floor, Vishwakarma Bhawan<br>Uttarakhand Secretariat Subash Road,<br>Dehradun-248001<br>Uttarakhand</td></tr>
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| | | |
|---|---|---|
| **16** | Date/ Time/ Place of Financial Bid Opening | A list of Technically qualified bidders will be prepared by the Tender committee , such bidders shall be informed for date and time of opening of financial bid |
| **17** | Bid Validity | 90 Days from last date of submission |
| **18** | Language of Bid | English and Hindi |
| **19** | Alternative Bid | Disallowed |
| 20 | **Performance Security** | Performance Security is INR Twenty Five Thousand Rupees shall be submitted before signing of final contract as per form *Form-BD (PS)) XI*<br>• *FDR/TDR from Scheduled Commercial Bank*<br>• *Bank Guarantee from Scheduled Commercial Bank*<br>• *National Saving Certificates*<br>*Performance Security shall be provided by the successful bidder within Stipulated date and time as mentioned in the letter to award issued by the office of CEO Uttarakhand for signing of Contract and to deposit Performance Security during this time period* |
| | | The bid security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder. |

**Envelops Bid-** Two Parts) through https://uktendersgov .in/. Detailed instruction to bidders for online registration and bid submission on state procurement portal is attached to this Tender. DD/Bankers cheque for Bid Document Fees, and Bid Security should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time prescribed. The bidder has also to submit the affidavit by the concerned firm of Non- Blacklisting etc, as well as the Power of Attorney issued in name of authorized representative for signing and execution of bid. Scanned copy of same should also be uploaded along with the online technical Bid/ cover.

2) The Procurement entity reserves the complete right to cancel the bid process and reject any or all of the Bids without giving reasons thereof.

3) No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful selected bidders.

4) In case any bidder fails to physically submit the Tender Fee and Bid Security on or before the prescribed last date/time in the BDS its bid shall not be accepted. The Bidding document fee and Bid Security should be drawn in favour of "Chief Electoral Officer, Uttarakhand " payable at " Dehradun " from any Scheduled Commercial Bank.

5) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic

6) The Office of CEO shall will not be responsible for delay in online submission for any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th-hour issues like slow internet speed, choking of the website due to heavy load or any other unforeseen problems.

7 ) Procurement Entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid proposal.

8). Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the provisions of Rules there to including amendment (s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.

## SECTION-III

## GENERAL INSTRUCTIONS FOR BIDDERS.

### 1) Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be commenced from the date given in NIB. The complete bidding document shall also be placed on the website of Chief Electoral Officer ,Uttarakhand and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the tender fee while submitting the Bid to the procuring entity, before the last date of submission

b) The bidding documents price shall be paid through either by bank demand draft/ banker's cheque . Financial Instrument should be submitted at TIA office in original before the last date of submission

### 2) Pre-bid Meeting/ Clarifications

a) Any prospective bidder may, in writing, seek clarifications from the procuring ie. Office of Chief Electoral Officer , Uttarakhand in respect of the bidding documents.

b) A pre-bid conference is also scheduled by the TIA as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites and E-Procurement Portal

c) The minutes and response, if any, shall be provided promptly uploaded on the website of CEO Uttarakhand and E-Procurement Portal so as to enable those bidders to take minutes into account in preparing their bids,

### 3) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the TIA may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, a clarification or modification is issued to the bidding document, the TIA may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

c) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### 4) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the TIA , in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids.

d) A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

**5) Format and Signing of Bids**

a) Bidders must submit their bids online at e- Procurement portal i.e. http://uktenders.gov.in

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single Stage Two part/ cover system shall be followed for the Bid: -

I. Technical Bid, including fee details, eligibility & Technical Experience
II. Financial Bid

| Sr No | Type of Document | Document Format |
|---|---|---|
| | Mandatory Fee Documents | |
| 1 | Tender Fee, Bid Security Deposit,<br><br>The responding firm / agency:<br>a) Should have made a payment of Rs. 2,000 /- for the Tender Fee<br>b) Should have submitted a Bid Security as mentioned in the NIB | a) Tender Fee either through DD/ Banker's Cheque issued through<br>b) FDR/TDR / BG for the Bid Security as per in format Form-BD (BS)-X<br><br>Scanned Copy of both the Tender Fee and Bid Security scanned copy in PDF format to be uploaded on the E- Procurement Portal<br><br>The Original financial instrument is to be submitted at the office of CEO Uttarakhand before the last date of bid submission in a sealed envelope |
| | Eligibility Document | |
| 2 | Bidder's Authorisation Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm | As per Form of Power of Attorney for Signing of Bid Form-BD (PA)-V<br>Scanned copy of the Certificate/ Resolution/ Affidavit , a scanned copy of the same to be uploaded on E- Procurement Portal in Pdf. Format<br>The Original instrument is to be submitted at the office of CEO Uttarakhand before the last date of bid submission in a sealed envelope |
| 3 | Declaration by bidders for Non-Blacklisting / Debarment or Insolvency | per Form no *Affidavit Undertaking by Bidder -Form -BD (AU)-VI* Scanned copy of the Declaration same to be uploaded on E- Procurement Portal in Pdf. Format<br>Affidavit to be signed on a Non Judicial Stamp Paper of INR 100 duly notarized<br>The Original declaration on the Stamp Paper is to be submitted at the office of CEO |

| | | |
|---|---|---|
| | | Uttarakhand on or before the last date of bid submission in a sealed envelope |
| 4 | All the documents mentioned in the "Eligibility Criteria", in support of the eligibility | As per the format mentioned against the respective eligibility criteria clause (PDF)<br>*Letter of Bid- Form No BD-I*<br>*Bidder Information Form – BD-II*<br>*Bidders Performance Statement – Form No BD(PS)- III*<br>Financial Strength of Bidder – Form -BD (FS)- IV<br>Form-BD (ND) VII -Certificate of conformity / non-deviation<br>Form-BD (MA) IX Manufacture Authorization |
| | | |

**Financial Bid Detail**

| Sr No | **Type of Document** | **Document Format** |
|---|---|---|
| 1 | Covering letter of Financial Bid | On bidder's letter head duly signed by authorized signatory as per Annexure- (PDF) *Form-BD (FB) VIII* |
| 2 | Financial Bid | As per BoQ format available on e-Procurement portal only |

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

**6) Cost & Language of Bidding**

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**7) Alternative/ Multiple Bids:**

Alternative/ Multiple Bids shall not be considered at all.

**8) Bid Security:**

a) Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

b) A Bid security instrument shall necessarily accompany the technical bid.

c) Bid security of a bidder lying with the TIA in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re- invited.

d) The bid security may be given in the form of a FDR/TDR /BG from Scheduled Commercial Bank ) or National Saving Certificate (NSC )The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

e) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the TIA from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy

f) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security

g) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

I. when the bidder withdraws or modifies its bid after opening of bids;
II. when the bidder does not execute the agreement, if any, after placement of letter of contract.
III. when the bidder fails to commence the supply of goods or services or execute work as per supply/ work order within the time specified.
IV. when the bidder does not deposit the performance security within specified period after the LoI is placed; and
V. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document
VI. If the bidder fails to submit requisite Performance Security Deposit (PSD) or sign the "Agreement for contract" within the period as specified in the "Letter of Intent"

h) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited. time

i) No interest shall be payable on the bid security (EMD).

j) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.

k) The TIA shall promptly return the bid security after the earliest of the following events, namely:

I. the expiry of validity of bid security;
II. the execution of agreement for contract and security deposit is furnished by the Successful Bidder;
III. the cancellation of the procurement process; or
IV. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

**9) Deadline for the submission of Bids**

a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the TIA . In such case the publicity of extended time and date shall be given in the manner, as was given at the time

of issuing the original NIB and shall also be placed on. It would be ensured CEO Uttarakhand website and E-Procurement Portal that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. TIA shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

**10) Withdrawal, Substitution, and Modification of Bid**

a) If permitted on e-Proc portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at E- Procurement website under the section "Bidder's Manual Kit".

b) Bids withdrawn shall not be opened and processes further.

**11) Opening of Bids-**

a) The Bids shall be opened by the bid evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid evaluation committee with date and time of opening of the Bids.

d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidders who have submitted the documents , tender fee and Bid Security in original before the last date and time of bid submission_

e) The committee may conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

I. bid is accompanied by Tender fee, bid security
II. bid is valid for the period, specified in the bidding document;
III. bid is unconditional and the bidder has agreed to give the required performance security; and
IV. other conditions, as specified in the bidding document are fulfilled.

e) any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the with the original Financial instrument of the required price of Tender Fee , and bid security along with affidavit and Power of attorney .

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

**12) Selection Method:**

**Based on item wise minimum rate as mentioned in this BID document.**

**13) Clarification of Bids**

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

**14) Evaluation & Tabulation of Technical Bids**

a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria as laid down.

b) The objective of the Technical Bid evaluation is to short list bidders who have the technical competency to Supply Stationery items, Computer Stationery, Consumable etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun are provided as per stipulated date and time in supply order .

**15) Determination of Responsiveness**

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

**i. "deviation"** is a departure from the requirements specified in the bidding document;

**ii. "reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

**iii. "Omission"** is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall: -

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract;

or

ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

c. . The TIA shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

**d) Non-material Non-conformities in Bids**

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above

**16) Tabulation of Technical Bids**

a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations with list of bidders that have qualified in evaluation of Technical Bids and sign it for approval of the Competent Authority approval .

c. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

**17) Evaluation & Tabulation of Financial Bids**

a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.

b) The process of opening of financial bids/ covers shall be similar to that of technical bids.

c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.

d) Conditional Bids are liable to be rejected;

e) To evaluate a bid, the tendering authority shall consider the following:-
a. the bid price as quoted in accordance with bidding document.

I. price adjustment for correction of arithmetic errors in accordance with bidding document
II. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

f) **Financial Bid shall have unit rates for each unit separately i.e. Item wise the rates shall be quoted . Interested Bidders have to provide the unit price for all the goods in the financial BOQ,**

g. Under selection method the technical qualified bidder with highest number of goods quoted with least cost per unit i.e., L1 of each unit . Such technically qualified bidder shall be ranked R1. In similar manner the technically qualified bidder with second highest number of goods , a list of these goods will be made with L1 price for each unit and same process shall be carried out till all the goods L1 per unit is identified by bid evaluation committee

h. After this , a list of such other goods quoted L1 by other technically bidders will be prepared The bidder with rank--R1 shall be invited to match L1 prices of those goods in which other technically qualified bidder have quoted L1 unit rate . In case R1 agrees to match L1 price of such goods where L1 has been quoted by other technically qualified bidder . A complete list of goods with their corresponding least cost unit either quoted by R1 as L1 or have agreed to match with L1 Prices . Secondly matching by R1 with L1 unit price of such goods should have been unconditional acceptance .

i. In case R1 partly agrees to match price for some of the goods at L1 price per unit , but for other disagrees, in such a scenario CEO office shall prepare a list of all such goods which either R1 has quoted L1 price or matched with L1 price and CEO may enter into contract with R1 subject that other conditionalities are fulfilled

j(i) .The other goods which R1 has disagreed to match L1 unit Price, the CEO shall reserve right to either to enter into contract with respective technically qualified bidders at L1 unit price of goods which have not been matched by R1 bidder .

**Or**

J (ii). The Chief Electoral Officer , Uttarakhand may defer procurement of such goods or few goods for which R1 has not agreed to match L1 price of other technically qualified bidder . In such a scenario CEO Uttarakhand will finalise the contract with R1 for the goods quoted L1 or agreed to match L1 price by R-1 . CEO Uttarakhand may procure such goods as per Uttarakhand Procurement Rules from time to time

(k) In case , two or more technically qualified bidders have quoted L1 unit cost for equal number of goods In such a scenario the bidder with highest turnover shall be ranked R1 and shall be offered to match with L1 unit cost of goods quoted by other bidders . If R1 agrees partially to match with L1 unit cost and do not provide acceptance to some goods . In such the other bidder with equal number of goods at L1 unit price , shall be offered to match his prices , if the bidders agree to match L1 price for all the goods , unconditionally . The TIA may enter contract with the successful bidder . In case of partial matching of the bidder , then TIA will enter in contract with R1 .

**18) Exclusion of Bids/ Disqualification is**

a) TIA shall exclude/ disqualify a bid, if: -

I. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

II. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document.

III. the bid materially departs from the requirements specified in the bidding document or it contains false information;

IV. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;

V. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a bid shall be for reasons to be recorded in writing and shall be communicated to the concerned bidder in writing;

**19) Acceptance of the successful bid and award of contract**

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of bid, if any, financial implications, trials, sample testing's etc., shall accept or reject the successful bid.

b) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.

c) Prior to the expiration of the period of bid validity, the TIA shall inform the successful bidder, in writing, that its bid has been accepted.

f)_ As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within stipulated date and time as determined by Tender Inviting Authority

g ) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

h) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

**20 ) Information and publication of award**

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

**21) Procuring entity's right to accept or reject any or all bids**

The TIA reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

**22) Right to vary quantity**

A ) If the TIA does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

**23) Performance Security**

a) The amount of performance security shall be determined during the finalization of contract Which can be 10% of the contract value.

b ) Performance security shall be furnished in any one of the following forms: -

**i. National Savings Certificates and any other script/ instrument under National Savings Schemes for** promotion of small savings issued by a Post Office in Uttarakhand if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

**ii. Bank guarantee/s of a scheduled commercial bank**. It may be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

**iii. Fixed Deposit Receipt (FDR) of a scheduled commercial bank**. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The TIA shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

c) Performance security furnished in the form specified above shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

**d) Forfeiture of Performance Security Deposit**

Performance Security Deposit amount in full or part may be forfeited, including interest, if any, in the following cases:-

I. When any terms and condition of the contract is breached.
II. When the bidder fails to make complete supply satisfactorily.
III. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document

e) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

f) No interest shall be payable on the PSD.

**24) Execution of agreement**

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

b) The successful bidder shall sign the procurement contract as per date and time stipulated by Tender Inviting Authority as mentioned which in the letter of acceptance or letter of intent is despatched to the successful bidder.

c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document The TIA may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value of INR 1000/-

**25) Confidentiality**

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, TIA shall not disclose any information if such disclosure, in its opinion, is likely to: -

I. impede enforcement of any law;
II. affect the security or strategic interests of India;
III. affect the intellectual property rights or legitimate commercial interests of bidders;
IV. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The TIA shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The TIA may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the TIA , while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

**26) Cancellation of procurement process**

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the TIA from initiating a new procurement process for the same subject matter of procurement, if required.

b) A TIA may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

I. at any time prior to the acceptance of the successful bid; or

II. after the successful bid is accepted in accordance with (IV) and (V) below.

III. The TIA shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

IV. The decision of the TIA to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

V. If the bidder whose bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the TIA may cancel the procurement process or may take other appropriate actions.

**27) Code of Integrity for Bidders**

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for: -

**a. Prohibiting**

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

I. exclusion of the bidder from the procurement process;
II. calling-off of pre-contract and forfeiture or encashment of bid security;
III. forfeiture or encashment of any other security or bond relating to the procurement;
IV. recovery of payments made by the procuring entity along with interest thereon at bank rate;
V. cancellation of the relevant contract and recovery of compensation for loss incurred by the TIA;
VI. debarment of the bidder from participation in future procurements of the TIA

**28) Interference with Procurement Process**

**A bidder who-:**

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document

**29 ) Debarment from Bidding**

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988);

**or**

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding five years commencing from the date on which he was debarred.

c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding five years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding five years.

***30) Monitoring of Contract***

a) An officer shall be nominated for Contract Monitoring by TIA to monitor the progress of the contract during its delivery period.

b) During the delivery period the nominated officer shall keep a watch on the progress of the contract and shall ensure that the printing is ensured timely delivery period given, As it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

## SECTION -IV

# Eligibility Criteria & Mandatory Conditions

### 4. Minimum Qualifying Requirements:

The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected.

**a. Legal entity of the bidder:**

The bid is open to any one of the following:

i. Companies that are incorporated in India
ii. Partnership firm, including Limited Liability Partnerships
iii. Sole Proprietorship firm

**b. Financial Eligibility:**

i. The Bidder must have an average annual turnover of at least Rs.15 Lacs (Rupees Fifteen Lacs) in any 3 financial years out of last 5 financial years. (FY 2021-22 to 2025-26)

ii. The Bidder should have a positive net worth in at least any 3 financial years out of last 5 financial years.

**Experience:**

The bidder should have experience of executing Supply Order (SO) relating to supply of stationery items, computer stationery, consumable etc. in any Centre or State Government Departments, Centre or State PSUs any other autonomous or statutory bodies of Centre or State Government, Local Bodies as follows:

i. At least 3 orders each with a minimum Supply Order value of Rs. 20000 Twenty Thousand Only) each

**or,**

ii. At least 2 order each with a minimum SO value of Rs. 30000 (Thirty Thousand only) each

**Or**

iii. At least 1 order with a minimum Supply Order value of Rs above INR 60,000)( Sixty Thousand only

The date of Supply Order should be after 01.04.2021. Only SO executed as on the date of submission will be accepted. SO and proof of completion of the supply for all projects need to be submitted as proof of all experience.

**d. General criteria**

The bidder should not have been blacklisted by the Central or State government or any other agency of the previously mentioned, on ground of involvement of the bidder in corrupt or fraudulent practices, non-fulfilment of the terms of the engagement or any other matter.

**e. Preference to bidders with MSME registration by Directorate Industry ,Uttarakhand**

In order to participate in this Bid, MSME registration is not mandatory ,any interested bidder who fulfils technical criteria as stated above can submit bid as per the rules . MSME includes all such firms in Uttarakhand which have filed Entrepreneur Memorandum Part-2 / Udyog Aadhar as Small and Micro industry with its acknowledgement duly received and the firm registered by Directorate Industry ,Uttarakhand a per the due provisions of Purchase Preference

Policy for Small and Mini Industries -2019 ( Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD . As per rule duly registered MSME F firms in Uttarakhand will be able to claim exemption on Tender Fee and EMD . Such firms can avail exemption benefits from Uttarakhand Procurement Rules 2025 ( as amended from tine to time ) as well as benefit of MSME may be availed . But such registered MSME firms has to technically qualify and submit documents , failing which the firm will be technically disqualified

## f. Criteria for Technical Qualification .

| *Sr No* | *Criteria* | *Documents* |
|---|---|---|
| 1 | The Bidder must have an average annual turnover of at least Rs. 15 Lacs (Rupees Fifteen Lacs) only in any 3 financial years out of last 5 financial years. (FY. 2021-22 to 2025-26) | Copies of the Audited balance sheet for the 3 financial years should be submitted along with ITR Return copy<br><br>Certificate from the Chartered Accountant should be enclosed for turnover and positive net worth in the last Three financial years with above certificate to be issued by CA firm with UDIN mandatorily generated and certificate uploaded (As per Financial Strength of the Bidder/Manufacturer Form-BD(FS)-IV ie Certificate on Financial Strength) |
| 2 | The Bidder should have a positive net worth in each of the in any 3 financial years out of last 5 financial years. (FY. 2021-22 to 2025-26) | |
| 3 | Firms claiming benefit under Uttarakhand Purchase Preference Policy for Small and Mini Industries -2019 ( Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) as MSME | 1, Exemption from Tender Fee and Bid Security , only when d firm is registered by Director Industry , Uttarakhand Only .<br><br>2.Copy or Acknowledgement of Udyog Aadhar Card |
| 4 | At least five years of business for Government Supplies in Consumable , Stationery and Computer Stationery etc. | Copy of Work Order along with Completion Certificate from the respective Supply Order (SO)<br><br>( as per Performance Statement (Last 5 Years Form-BD (PS) -III ie Performance Statement |
| 5 | The bidder should have experience of executing Supply Order (SO) relating to supply of goods in any Government Departments, PSU, Local Bodies any other statutory body where the majority stakeholder is Government, as follows:<br><br>i. At least 3 orders each with a minimum SO value of Rs. 20000 (Twenty Thousand Only) each in any single financial year<br><br>**or,**<br><br>ii. At least 2 orders each with a minimum SO value of Rs. 30000 (Thirty Thousand only) each in any single financial year<br><br>**or** | |

| | | |
|---|---|---|
| | iii. At least 1 order with a minimum SO value of Rs above INR 60,000 (Sixty Thousand only in any of the financial year | |

SECTION V

## SCHEDULE OF SUPPLY WITH OTHER CONDITIONS AND PENALITIES TO BE CHARGED DUE TO DELAY IN SUPPLY , SUB-STANDARD OR NOT IN ACCORDANCE TO STANDARD AS PROVIDED IN CONTRACT AND OTHERS

The Office of Chief electoral Officer ,Uttarakhand for its daily operation and functioning requires Stationery , Printable Stationery , Computer Accessories , Printer Cartridge and Consumables etc, . Such goods and items are usually procured from time to time as per the requirement . These goods are procured through from local market as per the Uttarakhand Procurement Rules.

The Office of Chief Electoral Officer , Uttarakhand has invited bid for Supply of Stationery items, Computer Stationery, Consumable etc. for day to day operation of the Office of Chief Electoral Officer Uttarakhand , Dehradun . The bidders have been provided a list of various commodities / goods in following Categories

- Printable Stationery ( Logo and Name of Chief Electoral Officer , Uttarakhand
- Office Stationery
- Cartridge of different types of Printers , Photostat
- Consumables

The bidders have to provide unit price of each good , the bidders have to mandatorily provide unit price of all goods ( with exception Cartridge of different types of Printers , Photostat). As bidders ready to supply cartridges of printers. Such bidders financial quote unit price of Cartridge shall be tabulated only when Manufacture Authorization has been issued by OEM . This Certificate is to be scanned and uploaded on E-Procurement Portal with documents uploaded for technical evaluation.

In case the firm does not annex the MAF such a bidder shall be considered technically disqualified for the item of Cartridge of different types of Printers , Photostat even if the firm has provided price per unit of each cartridge in the financial bid.

The Successful bidder shall submit the Manufacture Authorisation in Original before signing of contract and it shall be a part of contract.

In case of L1 unit price of any good is higher than Maximum Retail Price ( MRP), such good shall be deferred and shall be excluded form procurement and final contract as on parameter of Price Reasonability , Goods cannot be charged more than MRP.

**Time Period of Contract**

The contract shall be initially for one year from signing of contract at the Lowest Unit Price of each goods separately either quoted or matched . On the basis of performance and timeliness to

supply the goods CEO, Uttarakhand may extend the contract for one additional year , on same unit price of each commodity

**Penalty due to Delay in supplying of Goods**

In case the vendor fails to provide the goods within the time limit stated in the Supply Order . In first two instances of delay a written notice shall be issued to vendor with warning . In case the vendor fails to meet time after two warnings

.In subsequent two warnings 0.25% of the supply order value shall be deducted for number of days the supply of good has delayed. The percent on delay is tabulated on daily basis and in case during election period no delay shall be accepted and the CEO office may procure such goods from Open Market with a penalty of INR 2500 or any excess differential amount over the unit price agreed as the lowest unit price for particular good which ever is minimum

**Penalty due to Sub- Standard Goods or standard not in accordance to bid/ contract**

In case the vendor supply sub standard goods or standard not in accordance to supply schedule of bid or contract or shortage of goods in term of supply order . invoice raised and actual quantity received. In first two instance , a written notice shall be issued and the goods supplied shall be returned to vendor's representative whether on same day or when issued . Such goods in accordance to standard shall be supplied to CEO office on the same day as returned to it and goods which are short immediately provided to Office.

In next two instances a penalty of 10 percent shall be charged on the total supply order and goods in accordance to the standard as defined to be provided on the same day . The goods that were short a penalty of 10 percent of value of goods that were short or less than Units stated in SO and invoice

**Immediate termination of Contract due to recurring delay in supply , Sub-Standard Goods or not as per terms of contract and either duplicate or reused material supplied**

In case of above delay by vendor to supply goods or substandard goods are supplied or goods not as per specification laid in bid/contract is fifth time or in case of any duplicate, reused, refurbished goods are supplied . the CEO Uttarakhand may terminate the contract and forfeit his Performance Bank Guarantee also and debar the firm for future procurement for not more than five years

**Location / Delivery of goods**

The successful bidder shall undertake the supply of goods at the Office of CEO ,Uttarakhand , First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat in Dehradun

A Supply Order shall be issued to the vendor from time to time as per the requirement of office. The Supply Order will provide a stipulated date and time to supply the goods. The stipulated time has to be strictly adhered , failing which due damages and penalties shall be imposed

**Fall Clause**

The price charged for the goods supplied under the contract by the vendor shall in no event exceed the lowest price at which the vendor sells the goods of identical description to any other person during the period of the contract. If at any time, during the said period, the vendor reduces the sale price of such goods or sells such goods to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Office of CEO Uttarakhand and price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly red

A tentative list of goods is annexed , as per requirement of office Supply Order shall be issued to vendor specifying the Good that may be procured. ,Quantity as well date and time will be mentioned in the Supply order . The estimated supply of these goods on annual basis may be around 12 Lac to 15 Lac , spread across the year . In election year this amount can increase by 20% to 25%

# SCHEDULE OF SUPPLY

| *Sl. No.* | *Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office* | *Unit* |
|---|---|---|
| **A** | **Printable Stationery** | |
| 1 | Envelops multicolour with logo and office Address printing (11x5 white & sunshine paper) 75 GSM **(Estimated Quantity-2500)** | Per 100 |
| 2 | White envelops (Printed) with logo and office Address printing (11x5 white & sunshine paper) 75 GSM **(Estimated Quantity-2000)** | Per 100 |
| 3 | Plain Envelop (size 11x5) **(Estimated Quantity-500)** | Per 100 |
| 4 | File cover with logo and office Address printing Min. 400 GSM (as per sample) **(Estimated Quantity-1000)** | Per piece |
| 5 | Folder (plastic) with logo and office Address printing (with Pocket) **(Estimated Quantity-1000** | Per piece |
| 6 | Pad of 100 leaves 75 GSM **(Estimated Quantity-1000)** | |
| **B** | **Office Stationery** | |
| 7 | All pin- Make: zebra, bell or equivalent I (26 MM, NW 70 Gm) | Per Packet |
| 8 | Binder clip (Set of 12 Pieces): 19 MM **(Estimated Quantity-100)** | Per Packet |
| 9 | Binder clip (Set of 12 Pieces):25 MM **(Estimated Quantity-100)** | Per Packet |
| 10 | Binder clip (Set of 12 Pieces): 32 MM **(Estimated Quantity-50)** | Per Packet |
| 11 | Carbon (Kores/Camlin or equivalent ) (Set of 100 Sheets) **(Estimated Quantity-5)** | Per 100 |
| 12 | Tape Packing brown 1" **(Estimated Quantity-20)** | Per Piece |
| 13 | Tape Packing brown 2" **(Estimated Quantity-100)** | Per Piece |
| 14 | Tape Packing brown 3" **(Estimated Quantity-200)** | Per Piece |
| 15 | Tape Packing Transparent 1" **(Estimated Quantity-100)** | Per Piece |
| 16 | Tape Packing Transparent 2" **(Estimated Quantity-200)** | Per Piece |
| 17 | Tape Packing Transparent 3" **(Estimated Quantity-50)** | Per Piece |
| 18 | Stapler (Kangaroo/Kores/ Max or equivalent) HD-10 **(Estimated Quantity-50)** | Per Piece |
| 19 | Stapler (Kangaroo/Kores/ Max or equivalent) HD-45 (24x6) **Estimated Quantity-100)** | Per Piece |
| 20 | Gum (Camlin/ Camel or equivalent) 50 ML **(Estimated Quantity-20)** | Per Piece |
| 21 | Gum (Camlin/ Camel or equivalent)150 ML **(Estimated Quantity-10)** | Per Piece |
| 22 | Cell make Nippo/Everyday/Novino/Panasonic or equivalent Pencil Cell (AA) **(Estimated Quantity-50)** | Per Piece |
| 23 | Cell make Nippo/Everyday/Novino/Panasonic or equivalent Pencil Cell (AAA) **(Estimated Quantity-50)** | Per Piece |
| 24 | Cell make Duracell/ Panasonic Evolta or equivalent Pencil Cell (AA) **(Estimated Quantity-20)** | Per Piece |
| 25 | Cell make Duracell/ Panasonic Evolta or equivalent Pencil Cell (AAA) **(Estimated Quantity-20)** | Per Piece |
| 26 | Punching Machine (Kangaroo or equivalent) 280 **(Estimated Quantity-50)** | Per Piece |
| 27 | Punching Machine (Kangaroo or equivalent) 500 **(Estimated Quantity-30)** | Per Piece |
| 28 | Punching Machine (Kangaroo or equivalent) 600 **(Estimated Quantity-20)** | Per Piece |
| 29 | Glue Stick 15gm. (Kores/Fevi stick or equivalent) **(Estimated Quantity-500)** | Per Piece |
| 30 | High Lighter (Pen) (Luxor/Faber castle or equivalent) **(Estimated Quantity-200)** | Per Piece |
| 31 | High Lighter (Luxor/Faber castle or equivalent) **(Estimated Quantity-100)** | Per Piece |
| 32 | Permanent Marker (Camlin/ Luxor or equivalent) **(Estimated Quantity-50)** | Per Piece |
| 33 | Paper Weight (Acrylic) Boss/ASVEE (Best Quality) **(Estimated Quantity-20)** | Per Piece |
| 34 | Peon Book (200 Page) laser paper **(Estimated Quantity-30)** | Per Piece |
| 35 | Register (Make: Monarch/RB or equivalent)- Superior Quality Bill register (page 80) **(Estimated Quantity-5)** | Per Piece |
| 36 | Register (Make: Monarch/RB or equivalent)- Superior Quality Stock Register. with cloth Binding (page 300) **(Estimated Quantity-5)** | Per Piece |
| 37 | Register (Make: Monarch/RB or equivalent)- Superior Quality Stock Register with cloth Binding (page 600) **(Estimated Quantity-3)** | Per Piece |
| 38 | Register (Make: Monarch/RB or equivalent)- Superior Quality Dispatch register (page 600) **(Estimated Quantity-10)** | Per Piece |

| | | |
|---|---|---|
| 39 | Register (Make: Monarch/RB or equivalent)- Superior Quality Receipt register (page 600) **(Estimated Quantity-10)** | Per Piece |
| 40 | Register (Make: Monarch/RB or equivalent)- Superior Quality Driver Log book (page 200) **(Estimated Quantity-30)** | Per Piece |
| 41 | Register (Make: Monarch /RB or equivalent)- Superior Quality Permanent issue register (Page 400) **(Estimated Quantity-5)** | Per Piece |
| 42 | Line register Page 120 **(Estimated Quantity-50)** | Per Piece |
| 43 | Line register Page 180 **(Estimated Quantity-30)** | Per Piece |
| 44 | Line register Page 240 **(Estimated Quantity-20)** | Per Piece |
| 45 | Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 60 **(Estimated Quantity-50)** | Per Piece |
| 46 | Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 80 **(Estimated Quantity-100)** | Per Piece |
| 47 | Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 120 **(Estimated Quantity-30)** | Per Piece |
| 48 | Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 180 **(Estimated Quantity-20)** | Per Piece |
| 49 | Spiral Slip pad (four colour paper) (Neel gagan/Spico or equivalent) - Superior Quality Page 80 sheets **(Estimated Quantity-300)** | Per Piece |
| 50 | Spiral Slip pad (four colour paper) (Neel gagan/Spico or equivalent) - Superior Quality Page 120 sheets **(Estimated Quantity-200)** | Per Piece |
| 51 | Stapler pin (kangaroo/Kores or equivalent) No. 10-1 M **(Estimated Quantity-100)** | Per Piece |
| 52 | Stapler pin (kangaroo/Kores or equivalent) No. HP45 24/6 **(Estimated Quantity-50)** | Per Piece |
| 53 | Rubber stamp super quality **(Estimated Quantity-20)** | Per piece |
| 54 | Rubber stamp (self-impression) **(Estimated Quantity-20)** | Per piece |
| 55 | Plastic A4 Report File Folder - Superior Quality **(Estimated Quantity-500)** | Per Piece |
| 56 | Plastic Legal-size Report File Folder - Superior Quality **(Estimated Quantity-500)** | Per Piece |
| 57 | Separator – FS size (Best Quality) (Set of 30 Piece) | Per Piece |
| 58 | Spiral note book 160 pages (75 gsm) **(Estimated Quantity-500)** | Per piece |
| 59 | Photo Glossy Paper 180 GSM **(Estimated Quantity-50)** | Per packet |
| 60 | Photo Glossy Paper 254 GSM **(Estimated Quantity-20)** | Per packet |
| 61 | Sketch Pen Set **(Estimated Quantity-50)** | Per packet |
| 62 | Packing Cloth White (Markin) **(Estimated Quantity-50)** | Per Mtrs |
| 63 | Meeting Folder (Full Scape) Bag type cotton jute bag**(Estimated Quantity-200)** | Per piece |
| 64 | Plastic clip writing board | Per Piece |
| 65 | White board marker (Camlin/ Cello/ Luxor or equivalent) | Per Piece |
| 66 | Whitener pen (Faber Castel/ Cello/ Camlin or equivalent) | Per Piece |
| 67 | Rim A4 size (75 GSM) Make: JK Red or equivalent **(Estimated Quantity-1000)** | Per Rim |
| 68 | Rim A3 size (75 GSM) Make: JK Red or equivalent **(Estimated Quantity-50)** | Per Rim |
| 69 | Rim FS size (Legal) (75 GSM) Make: JK Red or equivalent **(Estimated Quantity-50)** | Per Rim |
| 70 | Rim Green(Pipe) Paper (Legal) (80GSM) - JK Green or equivalent **(Estimated Quantity-10)** | Per Rim |
| 71 | Address label, 24 label per page (for laser printer A4 size) Century **(Estimated Quantity-50)** | Per Rim |
| 72 | Attendance register (Laser paper) - Superior Quality Page 80 **(Estimated Quantity-2)** | Per Piece |
| 73 | Attendance register (Laser paper) - Superior Quality Page 120 **(Estimated Quantity-5)** | Per Piece |
| 74 | Attendance register (Laser paper) - Superior Quality Page 180 **(Estimated Quantity-5)** | Per Piece |
| 75 | Attendance register (Laser paper) - Superior Quality Page 240 | Per Piece |
| 76 | Basta Cloth Khadi Size 90x90 Cm. **(Estimated Quantity-100)** | Per Piece |
| 77 | File pad Size 10x15 36" (Dori 4x27 flap) - Superior Quality | Per Piece |
| 78 | Calculator (Citizen/Casio 12 digit or equivalent) **(Estimated Quantity-10)** | Per Piece |
| 79 | Cutter (Natraj or equivalent) Medium **(Estimated Quantity-20)** | Per Piece |
| 80 | Cutter (Natraj or equivalent) Big **(Estimated Quantity-20)** | Per Piece |

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| 81 | Dak Pad (Neel gagen or equivalent) - Superior Quality **(Estimated Quantity-20)** | Per Piece |
| 82 | File lace, 24 inch Length, (thick), 100 piece packet | Per Piece |
| 83 | Measuring scale plastic 12" (Natraj or equivalent)**(Estimated Quantity-50)** | Per Piece |
| 84 | Measuring scale plastic 6" (Natraj or equivalent) **(Estimated Quantity-20)** | Per Piece |
| 85 | Pen (Black, Blue, Green & Red) Reynold 0.45 or equivalent**(Estimated Quantity-800)** | Per Piece |
| 86 | Pen (Black, Blue, Green & Red) Add gel Achiever or equivalent**(Estimated Quantity-100)** | Per Piece |
| 87 | Pen (Black, Blue, Green & Red) Uni-ball pen (eye) Micro or equivalent **(Estimated Quantity-50)** | Per Piece |
| 88 | Pen (Black, Blue, Green & Red) Uni-ball pen Jetstream SX-210 or equivalent **(Estimated Quantity-50)** | Per Piece |
| 89 | Pen (Black, Blue, Green & Red) Impact gel or equivalent **(Estimated Quantity-50)** | Per Piece |
| 90 | Pen (Black, Blue, Green & Red) Parker Pen or equivalent **Estimated Quantity-30)** | Per Piece |
| 91 | Pen (Black, Blue, Green & Red) Parker roller pen (beta premium) or equivalent **(Estimated Quantity-30)** | Per Piece |
| 92 | Pen (Black, Blue, Green & Red) Pilot - 0.7 or equivalent **(Estimated Quantity-50)** | Per Piece |
| 93 | Pen (Black, Blue, Green & Red) Pilot Hi-Tec point V10 Grip or equivalent **(Estimated Quantity-50)** | Per Piece |
| 94 | Refill (Black, Blue, Green & Red) Reynold 0.45 or equivalent | Per Piece |
| 95 | Refill (Black, Blue, Green & Red) Add gel Achiever or equivalent | Per Piece |
| 96 | Refill (Black, Blue, Green & Red) Impact gel or equivalent | Per Piece |
| 97 | Refill (Black, Blue, Green & Red) Parker Pen or equivalent | Per Piece |
| 98 | Refill (Black, Blue, Green & Red) Parker roller pen (beta premium) or equivalent | Per Piece |
| 99 | Refill (Black, Blue, Green & Red) Add gel roller or equivalent | Per Piece |
| 100 | Paper Flags (3x3) (Century/3M or equivalent) three colour **(Estimated Quantity-100)** | Per Piece |
| 101 | Paper Flags (Single colour) Size - 3x3 **(Estimated Quantity-50)** | Per Piece |
| 102 | Paper Flags (Single colour) Size - 3x4 **(Estimated Quantity-30)** | Per Piece |
| 103 | Paper Flags (Single colour) Size - 3x6 **(Estimated Quantity-20)** | Per Piece |
| 104 | Index file (solo, Neel Gagan or equivalent) - Superior Quality **(Estimated Quantity-10)** | Per Piece |
| 105 | Transparent Folder A4 (Solo/trio) (Set of 20 Piece) **(Estimated Quantity-50)** | Per Piece |
| 106 | Transparent Folder FS (Solo/trio) (Set of 20 Piece) **(Estimated Quantity-50)** | Per Piece |
| 107 | Ring binder file (solo, Neel Gagan or equivalent) - Superior Quality **(Estimated Quantity-50)** | Per Piece |
| 108 | Stamp pad (Ashoka or equivalent) Size 110x70 mm **(Estimated Quantity-20)** | Per Piece |
| 109 | Note sheet Tag (8 inch) (Parnami/Sup. or equivalent) **(Estimated Quantity-50)** | Per Piece |
| 110 | Extension Board with min. 6 points and min. 5 mtr. Wire (Belkin) with one year warranty **(Estimated Quantity-10)** | Per Piece |
| 111 | Scissor Medium size (8" Inch) (Kangaroo/Gem or equivalent) - Superior Quality **(Estimated Quantity-20)** | Per Piece |
| 112 | U-Clip/Gem clip Plastic coated **(100)** | Per Piece |
| 113 | Board Pin (Soldier/Scoder & other superior quality) | Per Piece |
| 114 | Mouse Pad (Logitech/i-Ball & other superior quality) | Per Piece |
| 115 | Box Files (RJS) (Nos) **(Estimated Quantity-20)** | Per Piece |
| 116 | Calling bell (Nos) Electric wireless (Battery) **(Estimated Quantity-10)** | Per Piece |
| **C** | **Computer Accessories and Printer and Photostat Cartridge** | |
| 117 | Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 16 GB **(Estimated Quantity-20)** | Per Piece |
| 118 | Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 32GB **(Estimated Quantity-50)** | Per Piece |
| 119 | Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 64 GB **(Estimated Quantity-100)** | Per Piece |

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|---|---|---|
| 120 | Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 232 GB **(Estimated Quantity-50)** | Per Piece |
| 121 | Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 1TB **(Estimated Quantity-5)** | Per Piece |
| 122 | Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 2TB **(Estimated Quantity-5)** | Per Piece |
| 123 | Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 4TB **(Estimated Quantity-2)** | Per Piece |
| 124 | Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 8TB **(Estimated Quantity-5)** | Per Piece |
| 125 | Optical Mouse (USB) (Logitech/HP//Dell or equivalent) **(Estimated Quantity-10)** | Per Piece |
| 126 | Optical Mouse (Wireless) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-20)** | Per Piece |
| 127 | Keyboard (USB) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-10)** | Per Piece |
| 128 | Keyboard (Wireless) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-20)** | Per Piece |
| 129 | Optical Mouse (USB) (Logitech/HP//Dell or equivalent) **(Estimated Quantity-10)** | Per Piece |
| 130 | Optical Mouse (Wireless) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-20)** | Per Piece |
| 131 | Keyboard (USB) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-10)** | Per Piece |
| 132 | Keyboard (Wireless) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-20)** | Per Piece |
| 133 | HP 103A Black Neverstop Toner Reload Kit - W1103A Class OEM **(Estimated Quantity-20)** | Per Piece |
| 134 | HP Q2612AC Black LaserJet Toner Cartridge - Q2612AC Class OEM **(Estimated Quantity-50)** | Per Piece |
| 135 | HP CC388AC Black LaserJet Toner Cartridge - CC388AC Class OEM **(Estimated Quantity-30)** | Per Piece |
| 136 | HP 955XL Yellow Original Ink Cartridge - L0S69AA Class OEM **(Estimated Quantity-10)** | Per Piece |
| 137 | HP 955XL Black Original Ink Cartridge - L0S72AA Class OEM **(Estimated Quantity-10)** | Per Piece |
| 138 | HP 955 XL Cyan Ink Cartridge L0S63C Class OEM **(Estimated Quantity-10)** | Per Piece |
| 139 | Toner cartridge for xerox B7025 **(Estimated Quantity-30)** | Per Piece |
| 140 | Toner cartridge for xerox B1025 **(Estimated Quantity-20)** | Per Piece |
| 141 | Toner cartridge HP Yellow Colour Leser Jet MFP E87770-W9172 ((**Estimated Quantity-25)** | Per Piece |
| 142 | Toner cartridge HP Magenta Colour Leser Jet MFP E87770-W9173 ((**Estimated Quantity-25)** | Per Piece |
| 143 | Toner cartridge HP Cyan Colour Leser Jet MFP E87770-W9171 ((**Estimated Quantity-25)** | Per Piece |
| 144 | Toner cartridge HP Black Colour Leser Jet MFP E87770-W9170 **(Estimated Quantity-25)** | Per Piece |
| 145 | Toner cartridge HP Colour Leser Jet Pro 9730 **(Estimated Quantity-25)** | Per Piece |
| 146 | Toner cartridge HP PRINTER 185X **(Estimated Quantity-30)** | Per Piece |
| 147 | Toner cartridge HP PRINTER 103A **(Estimated Quantity-30)** | Per Piece |
| 148 | Toner cartridge EPSON 3230 COLOUR **(Estimated Quantity-30)** | Per Piece |
| **D** | **Consumables** | |
| 149 | Surf (Detergent Powder) **(Estimated Quantity-12)** | Per Piece |
| 150 | Vim Dish Wash Bar **(Estimated Quantity-25)** | Per Piece |
| 151 | Phenyl 5 letter **(Estimated Quantity-20)** | Per bottle |
| 152 | Broom Stick (Phool Jhadu) **(Estimated Quantity-25)** | Per Piece |
| 153 | Naphthalene Balls **(Estimated Quantity-50)** | Per packet |
| 154 | Harpic 500ml **(Estimated Quantity-50)** | Per bottle |
| 155 | Floor Cleaning Cloth (Pocha) **(Estimated Quantity-100)** | Per Piece |
| 156 | Toilet Hand wash 500ml **(Estimated Quantity-50)** | Per bottle |
| 157 | Room freshener **(Estimated Quantity-50)** | Per Piece |
| 158 | Duster White **(Estimated Quantity-100)** | Per Piece |

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| 159 | Tea kettle Thermo steel (500 ml) (Cello/Milton or equivalent) **(Estimated Quantity-5)** | Per Piece |
| 160 | Water Jug plastic (2 ltr.) (Cello/Milton or equivalent) **(Estimated Quantity-5)** | Per Piece |
| 161 | Water glass - (Borosil or equivalent) - 295ml(Plain) (Set of 6 Glass) **(Estimated Quantity-10)** | Per Set |
| 162 | Mosquito machine (All out/Good Knight or equivalent) with Refill 45ml. **(Estimated Quantity-20)** | Per Piece |
| 163 | Mosquito refill 45mL (All out/Good Knight or equivalent) **(Estimated Quantity-50)** | Per Piece |
| 164 | Mosquito Killer Spray 600Ml. (Hit or equivalent) **(Estimated Quantity-50)** | Per Piece |
| 165 | Plastic Dust Bin Big **(Estimated Quantity-5)** | Per Piece |
| 166 | Plastic Dust Bin Medium **(Estimated Quantity-5)** | Per Piece |
| 167 | Plastic Dust Bin Small **(Estimated Quantity-10)** | Per Piece |
| 168 | Plastic Paddle Dust Bin Big **(Estimated Quantity-5)** | Per Piece |
| 169 | Plastic Paddle Dust Bin Medium **(Estimated Quantity-5)** | Per Piece |
| 170 | Plastic Paddle Dust Bin Small **(Estimated Quantity-20)** | Per Piece |
| 171 | Duster cloth (cotton/khadi) size 45x45 Cm. **(Estimated Quantity-100)** | Per Piece |
| 172 | Air Freshener refill for Air Freshener Machine (AIR WICK or equivalent) **(Estimated Quantity-50)** | Per Piece |
| 173 | Cup and saucer (Bone China) **(Estimated Quantity-10)** | Per Set |
| 174 | Wall Clock (super brand) 2.50 Ft **(Estimated Quantity-5)** | Per Piece |
| 175 | Toilet paper roll **(Estimated Quantity-50)** | Per Pkts. |
| 176 | Towel (Big white in colour) 30"X 60"Inches) **(Estimated Quantity-50)** | Per piece |
| 177 | Tray (small) for cup & saucer (Good Quality) **(Estimated Quantity-10)** | Per piece |
| 178 | Tray (Big) for cup & saucer (Good Quality) **(Estimated Quantity-10)** | Per piece |
| 179 | Soft tissue Paper **(Estimated Quantity-100)** | Per Pkts. |

*** GST as per applicable and time to time approved by Government.**

# SECTION VI

## Part-I

## Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[ insert: **number** ]* day of *[ insert: **month** ], [ insert: **year** ].*

BETWEEN

(1) *Chief Electoral Officer Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat Dehradun*

and

(2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

   (a) the Letter of Acceptance
   (b) the Letter of Bid
   (c) the Addenda Nos._____(if any)
   (d) Special Conditions of Contract
   (e) General Conditions of Contract
   (f) the Specification (including Schedule of Requirements and Technical Specifications)
   (g) the completed Schedules (including Price Schedule)

(h) any other document listed in GCC as forming part of the Contract

(i) Code of Integrity of Vendor along with debarment of vendor on Fraud and Corruption

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

**For and on behalf of the Purchaser**

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

**For and on behalf of the Supplier**

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness*

# Part-II

## CODE OF INTEGRITY FOR SUCCESFUL BIDDER AND DEBARING VENDOR DUE TO FRAUD AND CORRUPTION

**( Part of Agreement)**

**Code of Integrity for Successful Bidder**

a) The vendor and his representative shall act in accordanxw of the code of integrity prescribed in the contract

b) The code of integrity include provisions for: -

**a. Prohibiting**

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation

iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

I. exclusion of the m vendor from future procurement process;

II. calling-off of pre-contract and forfeiture or encashment of bid security;

III. forfeiture or encashment of any other security or bond relating to the procurement;

IV. recovery of payments made by the procuring entity along with interest thereon at bank rate; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

V. debarment of the bidder from participation in future procurements of the procuring entity

**Corrupt, fraudulent and unethical practices:**

The Office of CEO Uttarakhand will debar the vendor if successful bidder for future tenders in Office of CEO Uttarakhand if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

**a. "Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and

**b. "Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition\

*c. "Unethical practice"* means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.

## Part- III

## GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids. Definitions For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

**a) "Contract"** means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

**b) "Contract Documents"** means the documents listed in the Agreement, including any amendments thereto.

**c) "Contract Price"** means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

**d) "Day"** means a calendar day.

**e) "Delivery"** means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

**f) "Completion"** means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.

**g) "Goods"** means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

**h) "Purchaser"** means the entity purchasing the Goods and related services, as specified in the bidding document.

**i) "Related Services"** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.

**j) "Subcontractor"** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.

**k) "Supplier/ Successful or Selected bidder"** means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted

by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder. "

**Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

**2) Interpretation**

a) If the context so requires it, singular means plural and vice versa.

**b) Entire Agreement:**

The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

**c) Amendment**:

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

**d) Non-waiver:**

Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

**f) Severability:**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. '

**3) Language**

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English Draft Supporting

documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation

**4) Joint Venture, Consortium or Association**

Joint venture, consortium or associations of companies is not allowed to bid.

**5) Eligible Goods and Related Services**

a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item

c) Bidder must quote products in accordance with above clause "Eligible goods and related services".

**6) Service of Notice, Documents & Orders**

a) A notice, document or order shall be deemed to be served on any individual by –

I. delivering it to the person personally; or
II. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
III. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.

b) When the procedure laid down in (a) above is followed, service shall be deemed to be affected by properly addressing, preparing and posting the document, notice or order, as the case may be

**7) Scope of Supply**

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

**8) Delivery & Installation**

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the nodal officer , if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation

c) The Supplier/ Selected Bidder shall arrange to supply, the ordered materials/ system as per specifications within the specified delivery/ completion period at various districts and/ or their offices/ locations mentioned in the PO/ WO.

**9) Supplier's/ Selected Bidder's Responsibilities**

The Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

**10) Purchaser's Responsibilities**

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract

**11) Contract Price**

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid,

**12) Recoveries from Supplier/ Selected Bidder**

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Officer shall withhold amount to the extent of short supply, or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with the Office of CEO, Uttarakhand

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the competent authority shall take recourse to law in force.

**13) Taxes & Duties**

a) The TDS etc., if applicable, shall be deducted at source as per prevailing rates.

b) ] the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**14) Specifications and Standards**

a) All articles supplied /Printed shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description.

The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

b) Technical Specifications

i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

**15) Packing and Documents**

a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and shall take into consideration, where

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

**16) Insurance**

a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

b) The goods will be delivered at the FOR destination in perfect condition.

**17) Transportation**

a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

**18) Inspection**

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the printing and workmanship of the during printing process

b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of

the person who is to be contacted for the purpose. , supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

**19) Samples**

a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM in this case the Inner and Outer Paper GSM and its quality and binding of books and manuals shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office.

B .) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.

**20) Rejection**

a) Articles not approved during inspection shall be rejected and will have to be replaced by the selected bidder at his own cost with in the time fixed by the Purchase

b) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 03 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

**21) Payments**

a) The following are the conditions precedent for release of any payment by the Client:

i) Signing of Contract (as per Section VI)

ii) Submission of an irrevocable Bank Guarantee as of specified to the Client in the format (as per Form No BD( PS)- XI

b) The vendor has supplied the goods within the stipulated date and time, the goods supplied are in conformance to standard as laid down in contract and as per the supply order at the Office of CEO, Uttarakhand Dehradun.

c ) The payment will be made as per the following procedures:

I. The vendor shall raise invoice for the supply as per the Supply order . Supply order issued to the vendor shall includes detail of quantity required ,time period with which supply has to be made and the detail of goods in terms of quality and brand as per the contract . The vendor invoice shall include details of goods supplied , rate per unit of respective goods as per the contract .

II. All remittance charges will be borne by the supplier/ selected bidder.

III. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute by the concerning authority.

IV. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments by the concerning authority.

V. Taxes, as applicable, will be deducted, as per the prevalent rules and regulations by the concerning authority

VI. Payment shall be made to the successful selected bidder by the authority concerned after all necessary formality as per rules have been fulfilled.

d) The currency or currencies in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.

e)No advance Payment will be made.

**22) Liquidated Damages (LD)**

a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ install/ complete:

- Delay of one day to the stipulated time period stated in work order 0.5%percent per day of the Supply order for first five days delay
- If delay exceeds after day five i.e. delay of six days or more up to tenth day 2.5% percent of first five days and 1% percent per day of the supply order for the next five days ( ie Day $6^{th}$ to Day $10^{th}$ )
- In case beyond 10th day ,on $11^{th}$ day 7.5 Percent per day liquidated damage for first ten days and 2.5% additional 10% percent of supply order shall be charged

b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

c) The maximum amount of liquidated damages shall be 10% of the contract value.

d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is

liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the competent authority .

**23) Settlement of Disputes**

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer , Uttarakhand " whose decision shall be final and abided by all stakeholders

**24) Legal Jurisdiction:**

All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

**25) Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

**26) Force Majeure**

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the Office of CEO in writing of such conditions and cause thereof within 07 days of occurrence of such

event. Unless otherwise directed by CEO Uttarakhand , the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 21 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the CEO Uttarakhand may take the case with the supplier/ selected bidder on similar lines.'

**27) Change Orders and Contract Amendments**

a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -

i. specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;;

ii the place of delivery; and

iii. the related services to be provided by the supplier/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

**28) Termination**

**a) Termination for Default**

i. The tender sanctioning authority of Office of CEO may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least seven days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by the office of CEO , Uttarakhand ; or

b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If Office of CEO terminates the contract in whole or in part, amount of PSD may be forfeited.

**b) Termination for Insolvency**

The office of CEO may at any time terminate the Contract by giving a written notice of at least - 07 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to

**c) Termination for Convenience**

i. Office of CEO , Uttarakhand , by a written notice of at least 07 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within seven (07) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or

b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder

## 29) Governing Law and Dispute Resolution

a) This Agreement shall, in all respects, be governed by, and construed in Dehradun ,Uttarakhand in accordance with the laws of India. Any dispute of whatever nature, which arises out of, in relation to, or otherwise connected with:

i) The interpretation or effect of;

ii) The validity, enforceability, or rectification of;

iii) The respective rights or obligations of the Parties; and/or

iv) A breach or the termination or cancellation of this agreement; shall be dealt in accordance with succeeding provisions of this Clause.

2) All disputes shall at first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a party has delivered to the other Party a request for such consultation.

3) If the Parties are unable to resolve the Dispute in question within thirty days of the commencement of negotiations, then the Dispute shall, unless the Parties otherwise agree in writing, be referred to arbitration in accordance with the provisions as

. 4) The venue for arbitration shall be Dehradun Uttarakhand India and the language used in the arbitral proceedings shall be English.

5) The Parties shall continue to be performing their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration

# Part -IV

## Special Condition of Contract

**1. Time Period of Contract**

The contract shall be initially for one year from signing of contract at the Lowest Unit Price of each goods separately either quoted or matched . On the basis of performance and timeliness to supply the goods CEO, Uttarakhand may extend the contract for one additional year , on same unit price of each commodity

**2. Penalty due to Delay in supplying of Goods**

In case the vendor fails to provide the goods within the time limit stated in the Supply Order . In first two instances of delay a written notice shall be issued to vendor with warning . In case the vendor fails to meet time after two warnings

.In subsequent two warnings 0.25% of the supply order value shall be deducted for number of days the supply of good has delayed. The percent on delay is tabulated on daily basis and in case during election period no delay shall be accepted and the CEO office may procure such goods from Open Market with a penalty of INR 2500 or any excess differential amount over the unit price agreed as the lowest unit price for particular good whichever is minimum

**3. Penalty due to Sub- Standard Goods or standard not in accordance to bid/ contract**

In case the vendor supply sub-standard goods or standard not in accordance to supply schedule of bid or contract or shortage of goods in term of supply order . invoice raised and actual quantity received. In first two instance , a written notice shall be issued and the goods supplied shall be returned to vendor's representative whether on same day or when issued . Such goods in accordance to standard shall be supplied to CEO office on the same day as returned to it and goods which are short immediately provided to Office.

In next two instances a penalty of 10 percent shall be charged on the total supply order and goods in accordance to the standard as defined to be provided on the same day . The goods that were short a penalty of 10 percent od value of goods that were short or less than Units stated in SO and invoice

**4. Immediate termination of Contract due to recurring delay in supply , Sub-Standard Goods or not as per terms of contract and either duplicate or reused material supplied**

In case of above delay by vendor to supply goods or substandard goods are supplied or goods not as per specification laid in bid/contract is fifth time or in case of any duplicate, reused, refurbished

goods are supplied . the CEO Uttarakhand may terminate the contract and forfeit his Performance Bank Guarantee also and debar the firm for future procurement for not more than five years

**5. Location / Delivery of goods**

The successful bidder shall undertake the supply of goods at the Office of CEO ,Uttarakhand , First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat in Dehradun

A Supply Order shall be issued to the vendor from time to time as per the requirement of office. The Supply Order will provide a stipulated date and time to supply the goods. The stipulated time has to be strictly adhered , failing which due damages and penalties shall be imposed

**6. Fall Clause**

The price charged for the goods supplied under the contract by the vendor shall in no event exceed the lowest price at which the vendor sells the goods of identical description to any other person during the period of the contract. If at any time, during the said period, the vendor reduces the sale price of such goods or sells such goods to any other person at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Office of CEO Uttarakhand and price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly red

A tentative list of goods is annexed , as per requirement of office Supply Order shall be issued to vendor specifying the Good that may be procured. ,Quantity as well date and time will be mentioned in the Supply order . The estimated supply of these goods on annual basis may be around 12 Lac to 15 Lac , spread across the year . In election year this amount can increase by 20% to 25%

# SECTION -VII
# FORMS AND FORMATS

| | CHECKLIST OF FORMS AND FORMATS ALONG WITH DOCUMENTS TO BE SUBMITTED BY BIDDER ON E-PROCUREMENT PORTAL AND DOCUMENTS TO BE SUBMITTED IN ORIGNAL AT THE OFFICE OF TENDER INVITING AUTHORTHIY ON AND BEFORE LAST DATE OF SUBMISSION | |
|---|---|---|
| **Sr No** | **Name of Form and Formats** | **Details of Documents to be submitted and the manner to be submitted ( scanned copies should have been duly signed by authorized representative)** |
| 1 | Letter of Bids (Form- BD-I) | Duly signed copy scanned and uploaded on E-Procurement Portal |
| 2 | Bidder Information- Form-BD -II and Other details of Bidder | Complete details and duly sign and uploaded on E- Proc Portal |
| 3 | Performance Statement (Last 5 Years Form-BD (PS) -III | Detail of Previous experience duly signed statement , with work orders and Completion certificates to be scanned and uploaded on E-Proc |
| 4 | Financial Strength of the Bidder/Manufacturer Form-BD(FS) -IV -Certificate on Financial Strength | Certificate to be issued by CA firm with Certificate to have UDIN No generated on it. The certificate to be uploaded on E- Procur Portal . Bidder to all scan and upload the Annual financial statement and a copy of Income tax return also |
| 5 | Power of Attorney for Signing of Bid Form-BD (PA)-V | To be submitted in original , POA to be on INR 100 Non-Judicial Stamp Paper duly notarized<br>Also, to be scanned and uploaded on E-Proc |
| 6 | Undertaking by the Bidder Form-BD (UA)-VI Affidavit | To be submitted in original also declaration by bidder on INR 100 Non-Judicial Stamp Paper being duly notarized<br>Also, to be scanned and uploaded on E-Proc |
| 7 | Form-BD (ND) VII Certificate of Conformity / Non Deviation | Certificate of conformity / non -deviation duly signed certificate by authorised representative a self-declaration a scan copy to be uploaded on E-Proc |
| 8 | Form-BD (FD) VIII Financial Bid Cover Letter and format | To be signed by authorised representative , this letter is to be provided in separate sealed envelope on top written ' letter of Financial Bid '<br>This envelope shall opened at opening of financial proposal only of technically qualified bidders<br><br>In E- Procurement Portal this letter is to be uploaded in financial bid section along with BoQ |
| 9 | Form-BD (MA)-IX Manufacturer Authorization Form (MAF) | To be signed and duly stamped by the OEM , on the letter head of OEM. Scanned copy to be uploaded in E- Proc in technical section |

| | | |
|---|---|---|
| | | Successful bidder to submit Original MAF before signing of contract |
| 10 | Form- BG/FDR/TDR format for Bid Security | Format of BG in which s Scheduled Commercial Bank has to issue bid security , the original bid security to be submitted in original at the office of TIA on and before date and time of bid submission Major checkpoints are also provided |
| 11 | Registration of firm with various government authorities | Copy of PAN Card<br>Copy of GST No<br>Certificate of Incorporation in case of Company, Partnership deed in case of partnership firm, any license or registration by local authority<br>Any other document as appropriate for bidder |
| 12 | Documents in terms of Schedule of supply | Any Brochure or booklets related to schedule of supply to be uploaded |
| 13 | Tender Fee | Either DD/ Bank Che to be submitted in original at TIA office on or before last date of submission of bid and a scanned copy to be uploaded on E-Proc |
| 14 | Other Documents | Any other document , registration or affiliation which bidder want to provide |

## SECTION- VII
## FORMATS FOR BIDS
### Letter of Bids
### (Form- BD-I)

From:
(Registered name and address of the bidder.)
To:
**The Chief Electoral Officer ,**
**O/o. Chief Electoral officer, Uttarakhand**
First Floor, Vishwakarma Bhawan
Uttarakhand Secretariat
4, Subash Road.
Dehradun -248001
Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated _____
Project title:

We undertake to provide goods in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by CEO Uttarakhand our bid is accepted, we undertake to;

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders ;

(b) We meet the eligibility requirements and have no Conflict of Interest in accordance with the bidding document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;

(c) Our bid shall be valid for a period of ninety days beyond the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

(e) We, along with any of our, suppliers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;

(f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in the Bidding Documents;

(g) We hereby certify that we are neither associated nor has been associated directly or indirectly

with any personnel /official or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement;

(h) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;

(i) We hereby certify that we are not insolvent, in receivership ,bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;

(j) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(k) We agree to permit Government of Uttarakhand or CEO, Uttarakhand or their representatives to inspect our accounts and records and other documents relating to the bid submission,

(l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive and;

(n) We hereby agree in principle to be selected after mutual agreement.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Government of Uttarakhand

I/, my/ our bid security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking You

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization

## Bidder Information Form
### Bidder Information
### Form-BD -II

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

| |
|---|
| 1. Bidder's Name *[insert Bidder's legal name]* |
| 2. Bidder's year of registration/incorporation: *[insert Bidder's year of registration]* |
| 3. Bidder's Address: *[insert Bidder's legal address]* |
| 4. Bidder's Authorized Representative Information<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 5. Attached are copies of original documents of*[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with<br>☐ Organizational chart, a list of Board of Directors, and the beneficial ownership.<br>☐ Income Tax Registration Document / PAN Card<br>☐ GSTIN Registration Certificate<br>☐ Any other document |
| 6 Bidder shall provide the sample of Papers both inner and Outer Cover side |
| 7. Detail of bidder organization |

**Signature and seal of the Authorized representative**

# Form-BD -II (B)
# Other Details of the Bidder

1. Name & full address of the Bidder

2. Contact details

   (a) Telephone/Mobile & Fax No  Office/Factory/Works

   (b) Email

3. Details of two Contact Persons:

| | 1st | 2nd |
|---|---|---|
| (i) Name:<br>(ii) Tel number (direct):<br>(iii) Mobile No.<br>(iv) Email address | | |

4. Bank details from where the Bank Guarantee for Bid Security has been issued:
   a) Name and address of the Bank:
   b) Name of the contact Person
   c) Phone number/ Mobile
   d) Fax Number
   e) Email address

5. Name & full address of the Manufacturer[1] of the Goods offered in the bid:
   a) Name:
   b) Address:
   c) Telephone &Fax No  Office/Works

6. Location of the manufacturing Facility/factory.

7. Nature of Business(Brief description)

**Signature and seal of the Authorized representative**

[1] Where bidder is not the manufacturer

## Performance Statement (Last 5 Years)

**Form-BD (PS) -III**
**Performance Statement**

Name of the Bidder_____

Bid Reference No._____

| Financial Year | Order placed by (full address of Purchaser) | Order No. and Date | Description and quantity of ordered goods | Value of order | Date of completion of delivery | | Remarks indicating reasons for late delivery, if any |
|---|---|---|---|---|---|---|---|
| | | | | | As per contract | Actual | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 2025-26 | | | | | | | |
| 2024-25 | | | | | | | |
| 2023-24 | | | | | | | |
| 2022-23 | | | | | | | |
| 2021-22 | | | | | | | |

**Signature and seal of the Authorized representative**

The Bidder shall also furnish the following documents in connection with their past performance:

(i) Copy of Purchase Orders
(ii) Documentary evidence (Client's certificate) in support of satisfactory completion of contract

## Financial Strength of the Bidder/Manufacturer
**Form-BD(FS) -IV**

### Certificate on Financial Strength
*(On the letterhead of Chartered Accountant/Statutory Auditor)*

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at ..... pertaining to the financial year *2021-22, 2022-23,2023-24,2024-25 & 2025-26 any of the 3 Financial Years.* Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

*(Amount in INR Lakhs)*

| **Financial Information** | **Financial Year** | | | | | **Average** |
|---|---|---|---|---|---|---|
| | 2025-26 | 2024-25 | 2023-24 | 2022-23 | 2021-22 | |
| | Audited | Audited | Audited | Audited | Audited | |
| Total Annual Turnover | | | | | | |
| **STATUS OF INCOME TAX RETURN** | | | | | | |
| Date of filing ITR | | | | | | |
| Net worth ( Positive / Negative ) | | | | | | |
| Net worth ( in amt,) | | | | | | |

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date: Signature and seal of the CA
firm

Place:

**UDIN :**.....

## Power of Attorney for Signing of Bid

**Form-BD (PA)-V**

**Format for Power of Attorney for Signing of Application**

***(On a Stamp Paper of Rs 100/-)***

**Power of Attorney**

We, .....[*name and address of the registered office*] do hereby constitute, appoint and authorize Mr. / Ms. .....(*name and residential address*) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [*insert name of the TIA*]) and its officials or representatives , representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____200_

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date: _____

*Note:*

i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

## Undertaking by the Bidder
**Form-BD (UA)-VI**

## Affidavit

*(To be submitted on non-judicial stamp paper of minimum Rs 100/- not older than 6 months and duly certified by Notary)*

To,
**Chief Electoral Officer**
**Office of the Chief Electoral Officer, Uttarakhand**
First Floor, Vishwakarma Bhawan
Uttarakhand Secretariat
Dehradun

### Declaration by Bidder

In relation to my/our bid submitted for " s in response to the

Ref. No.---------- dated ----------as an Owner/ Partner/ Director/ Auth. Signatory of ,

I/ We hereby declare that: -

a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

e) We do not have a conflict of interest as specified in State procurement rule and this bidding document which materially affects the fair competition

f) We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

g) We do not have any previous transgressions with any entity in India or any other country during the last three years.

h) We do not have any debarment or black-listed by any other procuring entity.

i) We have complied and shall continue to comply with the Code of Integrity as specified in the bid document and Uttarakhand Procurement Rules 2025 and relevant applicable rules and regulations in Public Procurement and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.

j) We agree to extend the validity of bid submitted on the communication of the PE.

k) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid

l) We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period unconditionally.

m) We have submitted only one bid.

n) We give our in-principle consent to be selected subject the terms and conditions of this tender.

o) If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Govt. of Uttarakhand my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

s) I/We, also certify that the various books and booklets which will be published and suppled as per the direction of the PE and mentioned in the Bid document.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No.[*insert number &date*]for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.
Dated this .....Day of ....., 20.....

**SEAL OF THE ORGANIZATION**

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

**Form-BD (ND) VII**

## SELF-DECLARATION

CERTIFICATE OF CONFORMITY/ NO DEVIATION

**{ To be filled by the bidder}**

To,
**Chief Electoral Officer**
**Office of the Chief Electoral Officer, Uttarakhand**
First Floor, Vishwakarma Bhawan
Uttarakhand Secretariat
Dehradun

# CERTIFICATE

This is to certify that, the specifications of services and resources which I/ We have mentioned in the Bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

Thanking you,

Authorised Signatory: -

Seal of the Organization: -

Date: Place:

**Form-BD (FD) VIII**

**FINANCIAL BID COVER LETTER & FORMAT COVER LETTER**

**{to be submitted by the bidder on his Letter head**

To,

**Chief Electoral Officer**

**Office of the Chief Electoral Officer, Uttarakhand**

First Floor, Vishwakarma Bhawan

Uttarakhand Secretariat

Dehradun

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same. I

/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BOQ).

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name, Designation

# FINANCIAL BOQ
# RATE OF EACH ITEM TO GIVEN IN UNIT PRICE
## (BOQ)

| *Sl. No.* | *Name of the items / Goods to be supplied on basis of work order to be issued from time to time from CEO Office* | *Unit* | *Unit Price of Commodity or Goods excluding GST (in Numeral)* |
|---|---|---|---|
| **A** | **Printable Stationery** | | |
| 1 | Envelops multicolour with logo and office Address printing (11x5 white & sunshine paper) 75 GSM **(Estimated Quantity-2500)** | Per 100 | |
| 2 | White envelops (Printed) with logo and office Address printing (11x5 white & sunshine paper) 75 GSM **(Estimated Quantity-2000)** | Per 100 | |
| 3 | Plain Envelop (size 11x5) **(Estimated Quantity-500)** | Per 100 | |
| 4 | File cover with logo and office Address printing Min. 400 GSM (as per sample) **(Estimated Quantity-1000)** | Per piece | |
| 5 | Folder (plastic) with logo and office Address printing (with Pocket) **(Estimated Quantity-1000** | Per piece | |
| 6 | Pad of 100 leaves 75 GSM **(Estimated Quantity-1000)** | | |
| **B** | **Office Stationery** | | |
| 7 | All pin- Make: zebra, bell or equivalent I (26 MM, NW 70 Gm) | Per Packet | |
| 8 | Binder clip (Set of 12 Pieces): 19 MM **(Estimated Quantity-100)** | Per Packet | |
| 9 | Binder clip (Set of 12 Pieces):25 MM **(Estimated Quantity-100)** | Per Packet | |
| 10 | Binder clip (Set of 12 Pieces): 32 MM **(Estimated Quantity-50)** | Per Packet | |
| 11 | Carbon (Kores/Camlin or equivalent ) (Set of 100 Sheets) **(Estimated Quantity-5)** | Per 100 | |
| 12 | Tape Packing brown 1" **(Estimated Quantity-20)** | Per Piece | |
| 13 | Tape Packing brown 2" **(Estimated Quantity-100)** | Per Piece | |
| 14 | Tape Packing brown 3" **(Estimated Quantity-200)** | Per Piece | |
| 15 | Tape Packing Transparent 1" **(Estimated Quantity-100)** | Per Piece | |
| 16 | Tape Packing Transparent 2" **(Estimated Quantity-200)** | Per Piece | |
| 17 | Tape Packing Transparent 3" **(Estimated Quantity-50)** | Per Piece | |
| 18 | Stapler (Kangaroo/Kores/ Max or equivalent) HD-10 **(Estimated Quantity-50)** | Per Piece | |
| 19 | Stapler (Kangaroo/Kores/ Max or equivalent) HD-45 (24x6) **Estimated Quantity-100)** | Per Piece | |
| 20 | Gum (Camlin/ Camel or equivalent) 50 ML **(Estimated Quantity-20)** | Per Piece | |
| 21 | Gum (Camlin/ Camel or equivalent)150 ML **(Estimated Quantity-10)** | Per Piece | |
| 22 | Cell make Nippo/Everyday/Novino/Panasonic or equivalent Pencil Cell (AA) **(Estimated Quantity-50)** | Per Piece | |
| 23 | Cell make Nippo/Everyday/Novino/Panasonic or equivalent Pencil Cell (AAA) **(Estimated Quantity-50)** | Per Piece | |
| 24 | Cell make Duracell/ Panasonic Evolta or equivalent Pencil Cell (AA) **(Estimated Quantity-20)** | Per Piece | |
| 25 | Cell make Duracell/ Panasonic Evolta or equivalent Pencil Cell (AAA) **(Estimated Quantity-20)** | Per Piece | |
| 26 | Punching Machine (Kangaroo or equivalent) 280 **(Estimated Quantity-50)** | Per Piece | |
| 27 | Punching Machine (Kangaroo or equivalent) 500 **(Estimated Quantity-30)** | Per Piece | |

| | | | |
|---|---|---|---|
| 28 | Punching Machine (Kangaroo or equivalent) 600 **(Estimated Quantity-20)** | Per Piece | |
| 29 | Glue Stick 15gm. (Kores/Fevi stick or equivalent) **(Estimated Quantity-500)** | Per Piece | |
| 30 | High Lighter (Pen) (Luxor/Faber castle or equivalent) **(Estimated Quantity-200)** | Per Piece | |
| 31 | High Lighter (Luxor/Faber castle or equivalent) **(Estimated Quantity-100)** | Per Piece | |
| 32 | Permanent Marker (Camlin/ Luxor or equivalent) **(Estimated Quantity-50)** | Per Piece | |
| 33 | Paper Weight (Acrylic) Boss/ASVEE (Best Quality) **(Estimated Quantity-20)** | Per Piece | |
| 34 | Peon Book (200 Page) laser paper **(Estimated Quantity-30)** | Per Piece | |
| 35 | Register (Make: Monarch/RB or equivalent)- Superior Quality Bill register (page 80) **(Estimated Quantity-5)** | Per Piece | |
| 36 | Register (Make: Monarch/RB or equivalent)- Superior Quality Stock Register, with cloth Binding (page 300) **(Estimated Quantity-5)** | Per Piece | |
| 37 | Register (Make: Monarch/RB or equivalent)- Superior Quality Stock Register with cloth Binding (page 600) **(Estimated Quantity-3)** | Per Piece | |
| 38 | Register (Make: Monarch/RB or equivalent)- Superior Quality Dispatch register (page 600) **(Estimated Quantity-10)** | Per Piece | |
| 39 | Register (Make: Monarch/RB or equivalent)- Superior Quality Receipt register (page 600) **(Estimated Quantity-10)** | Per Piece | |
| 40 | Register (Make: Monarch/RB or equivalent)- Superior Quality Driver Log book (page 200) **(Estimated Quantity-30)** | Per Piece | |
| 41 | Register (Make: Monarch /RB or equivalent)- Superior Quality Permanent issue register (Page 400) **(Estimated Quantity-5)** | Per Piece | |
| 42 | Line register Page 120 **(Estimated Quantity-50)** | Per Piece | |
| 43 | Line register Page 180 **(Estimated Quantity-30)** | Per Piece | |
| 44 | Line register Page 240 **(Estimated Quantity-20)** | Per Piece | |
| 45 | Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 60 **(Estimated Quantity-50)** | Per Piece | |
| 46 | Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 80 **(Estimated Quantity-100)** | Per Piece | |
| 47 | Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 120 **(Estimated Quantity-30)** | Per Piece | |
| 48 | Slip pad (Neel gagan/Monarch or equivalent) - Superior Quality Page 180 **(Estimated Quantity-20)** | Per Piece | |
| 49 | Spiral Slip pad (four colour paper) (Neel gagan/Spico or equivalent) - Superior Quality Page 80 sheets **(Estimated Quantity-300)** | Per Piece | |
| 50 | Spiral Slip pad (four colour paper) (Neel gagan/Spico or equivalent) - Superior Quality Page 120 sheets **(Estimated Quantity-200)** | Per Piece | |
| 51 | Stapler pin (kangaroo/Kores or equivalent) No. 10-1 M **(Estimated Quantity-100)** | Per Piece | |
| 52 | Stapler pin (kangaroo/Kores or equivalent) No. HP45 24/6 **(Estimated Quantity-50)** | Per Piece | |
| 53 | Rubber stamp super quality **(Estimated Quantity-20)** | Per piece | |
| 54 | Rubber stamp (self-impression) **(Estimated Quantity-20)** | Per piece | |
| 55 | Plastic A4 Report File Folder - Superior Quality **(Estimated Quantity-500)** | Per Piece | |
| 56 | Plastic Legal-size Report File Folder - Superior Quality **(Estimated Quantity-500)** | Per Piece | |
| 57 | Separator – FS size (Best Quality) (Set of 30 Piece) | Per Piece | |

| | | | |
|---|---|---|---|
| 58 | Spiral note book 160 pages (75 gsm) **(Estimated Quantity-500)** | Per piece | |
| 59 | Photo Glossy Paper 180 GSM **(Estimated Quantity-50)** | Per packet | |
| 60 | Photo Glossy Paper 254 GSM **(Estimated Quantity-20)** | Per packet | |
| 61 | Sketch Pen Set **(Estimated Quantity-50)** | Per packet | |
| 62 | Packing Cloth White (Markin) **(Estimated Quantity-50)** | Per Mtrs | |
| 63 | Meeting Folder (Full Scape) Bag type cotton jute bag**(Estimated Quantity-200)** | Per piece | |
| 64 | Plastic clip writing board | Per Piece | |
| 65 | White board marker (Camlin/ Cello/ Luxor or equivalent) | Per Piece | |
| 66 | Whitener pen (Faber Castel/ Cello/ Camlin or equivalent) | Per Piece | |
| 67 | Rim A4 size (75 GSM) Make: JK Red or equivalent **(Estimated Quantity-1000)** | Per Rim | |
| 68 | Rim A3 size (75 GSM) Make: JK Red or equivalent **(Estimated Quantity-50)** | Per Rim | |
| 69 | Rim FS size (Legal) (75 GSM) Make: JK Red or equivalent **(Estimated Quantity-50)** | Per Rim | |
| 70 | Rim Green(Pipe) Paper (Legal) (80GSM) - JK Green or equivalent **(Estimated Quantity-10)** | Per Rim | |
| 71 | Address label, 24 label per page (for laser printer A4 size) Century **(Estimated Quantity-50)** | Per Rim | |
| 72 | Attendance register (Laser paper) - Superior Quality Page 80 **(Estimated Quantity-2)** | Per Piece | |
| 73 | Attendance register (Laser paper) - Superior Quality Page 120 **(Estimated Quantity-5)** | Per Piece | |
| 74 | Attendance register (Laser paper) - Superior Quality Page 180 **(Estimated Quantity-5)** | Per Piece | |
| 75 | Attendance register (Laser paper) - Superior Quality Page 240 | Per Piece | |
| 76 | Basta Cloth Khadi Size 90x90 Cm. **(Estimated Quantity-100)** | Per Piece | |
| 77 | File pad Size 10x15 36' (Dori 4x27 flap) - Superior Quality | Per Piece | |
| 78 | Calculator (Citizen/Casio 12 digit or equivalent) **(Estimated Quantity-10)** | Per Piece | |
| 79 | Cutter (Natraj or equivalent) Medium **(Estimated Quantity-20)** | Per Piece | |
| 80 | Cutter (Natraj or equivalent) Big **(Estimated Quantity-20)** | Per Piece | |
| 81 | Dak Pad (Neel gagen or equivalent) - Superior Quality **(Estimated Quantity-20)** | Per Piece | |
| 82 | File lace, 24 inch Length, (thick), 100 piece packet | Per Piece | |
| 83 | Measuring scale plastic 12" (Natraj or equivalent)**(Estimated Quantity-50)** | Per Piece | |
| 84 | Measuring scale plastic 6" (Natraj or equivalent) **(Estimated Quantity-20)** | Per Piece | |
| 85 | Pen (Black, Blue, Green & Red) Reynold 0.45 or equivalent**(Estimated Quantity-800)** | Per Piece | |
| 86 | Pen (Black, Blue, Green & Red) Add gel Achiever or equivalent**(Estimated Quantity-100)** | Per Piece | |
| 87 | Pen (Black, Blue, Green & Red) Uni-ball pen (eye) Micro or equivalent **(Estimated Quantity-50)** | Per Piece | |
| 88 | Pen (Black, Blue, Green & Red) Uni-ball pen Jetstream SX-210 or equivalent **(Estimated Quantity-50)** | Per Piece | |
| 89 | Pen (Black, Blue, Green & Red) Impact gel or equivalent **(Estimated Quantity-50)** | Per Piece | |
| 90 | Pen (Black, Blue, Green & Red) Parker Pen or equivalent **Estimated Quantity-30)** | Per Piece | |
| 91 | Pen (Black, Blue, Green & Red) Parker roller pen (beta premium) or equivalent **(Estimated Quantity-30)** | Per Piece | |
| 92 | Pen (Black, Blue, Green & Red) Pilot - 0.7 or equivalent **(Estimated Quantity-50)** | Per Piece | |

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|---|---|---|---|
| 93 | Pen (Black, Blue, Green & Red) Pilot Hi-Tec point V10 Grip or equivalent **(Estimated Quantity-50)** | Per Piece | |
| 94 | Refill (Black, Blue, Green & Red) Reynold 0.45 or equivalent | Per Piece | |
| 95 | Refill (Black, Blue, Green & Red) Add gel Achiever or equivalent | Per Piece | |
| 96 | Refill (Black, Blue, Green & Red) Impact gel or equivalent | Per Piece | |
| 97 | Refill (Black, Blue, Green & Red) Parker Pen or equivalent | Per Piece | |
| 98 | Refill (Black, Blue, Green & Red) Parker roller pen (beta premium) or equivalent | Per Piece | |
| 99 | Refill (Black, Blue, Green & Red) Add gel roller or equivalent | Per Piece | |
| 100 | Paper Flags (3x3) (Century/3M or equivalent) three colour **(Estimated Quantity-100)** | Per Piece | |
| 101 | Paper Flags (Single colour) Size - 3x3 **(Estimated Quantity-50)** | Per Piece | |
| 102 | Paper Flags (Single colour) Size - 3x4 **(Estimated Quantity-30)** | Per Piece | |
| 103 | Paper Flags (Single colour) Size - 3x6 **(Estimated Quantity-20)** | Per Piece | |
| 104 | Index file (solo, Neel Gagan or equivalent) - Superior Quality **(Estimated Quantity-10)** | Per Piece | |
| 105 | Transparent Folder A4 (Solo/trio) (Set of 20 Piece) **(Estimated Quantity-50)** | Per Piece | |
| 106 | Transparent Folder FS (Solo/trio) (Set of 20 Piece) **(Estimated Quantity-50)** | Per Piece | |
| 107 | Ring binder file (solo, Neel Gagan or equivalent) - Superior Quality **(Estimated Quantity-50)** | Per Piece | |
| 108 | Stamp pad (Ashoka or equivalent) Size 110x70 mm **(Estimated Quantity-20)** | Per Piece | |
| 109 | Note sheet Tag (8 inch) (Parnami/Sup. or equivalent) **(Estimated Quantity-50)** | Per Piece | |
| 110 | Extension Board with min. 6 points and min. 5 mtr. Wire (Belkin) with one year warranty **(Estimated Quantity-10)** | Per Piece | |
| 111 | Scissor Medium size (8" Inch) (Kangaroo/Gem or equivalent) - Superior Quality **(Estimated Quantity-20)** | Per Piece | |
| 112 | U-Clip/Gem clip Plastic coated **(100)** | Per Piece | |
| 113 | Board Pin (Soldier/Scoder & other superior quality) | Per Piece | |
| 114 | Mouse Pad (Logitech/i-Ball & other superior quality) | Per Piece | |
| 115 | Box Files (RJS) (Nos) **(Estimated Quantity-20)** | Per Piece | |
| 116 | Calling bell (Nos) Electric wireless (Battery) **(Estimated Quantity-10)** | Per Piece | |
| **C** | **Computer Accessories and Printer and Photostat Cartridge** | | |
| 117 | Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 16 GB **(Estimated Quantity-20)** | Per Piece | |
| 118 | Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 32GB **(Estimated Quantity-50)** | Per Piece | |
| 119 | Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 64 GB **(Estimated Quantity-100)** | Per Piece | |
| 120 | Pen drive/Flash Memory Drive (Kingston/SanDisk/Transcend/HP/Moser or equivalent) 232 GB **(Estimated Quantity-50)** | Per Piece | |
| 121 | Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 1TB **(Estimated Quantity-5)** | Per Piece | |
| 122 | Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 2TB **(Estimated Quantity-5)** | Per Piece | |
| 123 | Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 4TB **(Estimated Quantity-2)** | Per Piece | |

| | | | |
|---|---|---|---|
| 124 | Portable Hard disk (External USB) (Iomega/Seagate/Western digital/Toshiba or equivalent) 8TB **(Estimated Quantity-5)** | Per Piece | |
| 125 | Optical Mouse (USB) (Logitech/HP//Dell or equivalent) **(Estimated Quantity-10)** | Per Piece | |
| 126 | Optical Mouse (Wireless) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-20)** | Per Piece | |
| 127 | Keyboard (USB) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-10)** | Per Piece | |
| 128 | Keyboard (Wireless) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-20)** | Per Piece | |
| 129 | Optical Mouse (USB) (Logitech/HP//Dell or equivalent) **(Estimated Quantity-10)** | Per Piece | |
| 130 | Optical Mouse (Wireless) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-20)** | Per Piece | |
| 131 | Keyboard (USB) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-10)** | Per Piece | |
| 132 | Keyboard (Wireless) (Logitech/HP/Dell or equivalent) **(Estimated Quantity-20)** | Per Piece | |
| 133 | HP 103A Black Neverstop Toner Reload Kit - W1103A Class OEM **(Estimated Quantity-20)** | Per Piece | |
| 134 | HP Q2612AC Black LaserJet Toner Cartridge - Q2612AC Class OEM **(Estimated Quantity-50)** | Per Piece | |
| 135 | HP CC388AC Black LaserJet Toner Cartridge - CC388AC Class OEM **(Estimated Quantity-30)** | Per Piece | |
| 136 | HP 955XL Yellow Original Ink Cartridge - L0S69AA Class OEM **(Estimated Quantity-10)** | Per Piece | |
| 137 | HP 955XL Black Original Ink Cartridge - L0S72AA Class OEM **(Estimated Quantity-10)** | Per Piece | |
| 138 | HP 955 XL Cyan Ink Cartridge L0S63C Class OEM **(Estimated Quantity-10)** | Per Piece | |
| 139 | Toner cartridge for xerox B7025 **(Estimated Quantity-30)** | Per Piece | |
| 140 | Toner cartridge for xerox B1025 **(Estimated Quantity-20)** | Per Piece | |
| 141 | Toner cartridge HP Yellow Colour Leser Jet MFP E87770-W9172 ((**Estimated Quantity-25)** | Per Piece | |
| 142 | Toner cartridge HP Magenta Colour Leser Jet MFP E87770-W9173 ((**Estimated Quantity-25)** | Per Piece | |
| 143 | Toner cartridge HP Cyan Colour Leser Jet MFP E87770-W9171 ((**Estimated Quantity-25)** | Per Piece | |
| 144 | Toner cartridge HP Black Colour Leser Jet MFP E87770-W9170 **(Estimated Quantity-25)** | Per Piece | |
| 145 | Toner cartridge HP Colour Leser Jet Pro 9730 **(Estimated Quantity-25)** | Per Piece | |
| 146 | Toner cartridge HP PRINTER 185X **(Estimated Quantity-30)** | Per Piece | |
| 147 | Toner cartridge HP PRINTER 103A **(Estimated Quantity-30)** | Per Piece | |
| 148 | Toner cartridge EPSON 3230 COLOUR **(Estimated Quantity-30)** | Per Piece | |
| **D** | **Consumables** | | |
| 149 | Surf (Detergent Powder) **(Estimated Quantity-12)** | Per Piece | |
| 150 | Vim Dish Wash Bar **(Estimated Quantity-25)** | Per Piece | |
| 151 | Phenyl 5 letter **(Estimated Quantity-20)** | Per bottle | |
| 152 | Broom Stick (Phool Jhadu) **(Estimated Quantity-25)** | Per Piece | |
| 153 | Naphthalene Balls **(Estimated Quantity-50)** | Per packet | |
| 154 | Harpic 500ml **(Estimated Quantity-50)** | Per bottle | |
| 155 | Floor Cleaning Cloth (Pocha) **(Estimated Quantity-100)** | Per Piece | |
| 156 | Toilet Hand wash 500ml **(Estimated Quantity-50)** | Per bottle | |
| 157 | Room freshener **(Estimated Quantity-50)** | Per Piece | |
| 158 | Duster White **(Estimated Quantity-100)** | Per Piece | |

| | | | |
|---|---|---|---|
| 159 | Tea kettle Thermo steel (500 ml) (Cello/Milton or equivalent) **(Estimated Quantity-5)** | Per Piece | |
| 160 | Water Jug plastic (2 ltr.) (Cello/Milton or equivalent) **(Estimated Quantity-5)** | Per Piece | |
| 161 | Water glass - (Borosil or equivalent) - 295ml(Plain) (Set of 6 Glass) **(Estimated Quantity-10)** | Per Set | |
| 162 | Mosquito machine (All out/Good Knight or equivalent) with Refill 45ml. **(Estimated Quantity-20)** | Per Piece | |
| 163 | Mosquito refill 45ml. (All out/Good Knight or equivalent) **(Estimated Quantity-50)** | Per Piece | |
| 164 | Mosquito Killer Spray 600Ml. (Hit or equivalent) **(Estimated Quantity-50)** | Per Piece | |
| 165 | Plastic Dust Bin Big **(Estimated Quantity-5)** | Per Piece | |
| 166 | Plastic Dust Bin Medium **(Estimated Quantity-5)** | Per Piece | |
| 167 | Plastic Dust Bin Small **(Estimated Quantity-10)** | Per Piece | |
| 168 | Plastic Paddle Dust Bin Big **(Estimated Quantity-5)** | Per Piece | |
| 169 | Plastic Paddle Dust Bin Medium **(Estimated Quantity-5)** | Per Piece | |
| 170 | Plastic Paddle Dust Bin Small **(Estimated Quantity-20)** | Per Piece | |
| 171 | Duster cloth (cotton/khadi) size 45x45 Cm. **(Estimated Quantity-100)** | Per Piece | |
| 172 | Air Freshener refill for Air Freshener Machine (AIR WICK or equivalent) **(Estimated Quantity-50)** | Per Piece | |
| 173 | Cup and saucer (Bone China) **(Estimated Quantity-10)** | Per Set | |
| 174 | Wall Clock (super brand) 2.50 Ft. **(Estimated Quantity-5)** | Per Piece | |
| 175 | Toilet paper roll **(Estimated Quantity-50)** | Per Pkts. | |
| 176 | Towel (Big white in colour) 30"X 60"Inches) **(Estimated Quantity-50)** | Per piece | |
| 177 | Tray (small) for cup & saucer (Good Quality) **(Estimated Quantity-10)** | Per piece | |
| 178 | Tray (Big) for cup & saucer (Good Quality) **(Estimated Quantity-10)** | Per piece | |
| 179 | Soft tissue Paper **(Estimated Quantity-100)** | Per Pkts. | |

*** GST as per applicable and time to time approved by Government.**

## Form-BD (MA)-IX
## MANUFACTURER AUTHORIZATION

**{to be submitted by the bidder through the OEM**

To,
**Chief Electoral Officer**
**Office of the Chief Electoral Officer, Uttarakhand**
First Floor, Vishwakarma Bhawan
Uttarakhand Secretariat
Dehradun

**Subject: Issue of the Manufacturer's Authorisation Form (MAF)**

Reference: NIB Ref. No. _____ dated _____

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others } to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

***{OEM will mention the details of all the proposed product(s) with their make/ model.}***

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, during the warranty / Maintenance period. We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of Sale within next 3 years from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of Service/ Support within next 3 years from the date of bid submission.

**Yours faithfully,**
**For and on behalf of M/s (Name of the manufacturer)**

(Authorized Signatory) Seal of the OEM Firm

Name,

Designation & Contact No.

Address:

**Form-BD BG)-X**

## BANK GUARANTEE FORMAT

**{to be submitted by the bidder's bank}**

## BANK GUARANTEE FORMAT – BID SECURITY

(To be stamped in accordance with Stamp Act and to be issued by a Scheduled Commercial bank having its branch at Dehradun ,Uttarakhand and payable at par at Dehradun

To,
**Chief Electoral Officer**
**Office of the Chief Electoral Officer, Uttarakhand**
First Floor, Vishwakarma Bhawan
Uttarakhand Secretariat
Dehradun
Sir,

1. In accordance with your Notice Inviting Bid for vide NIB reference no. M/s. ..... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document. It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to )> in respect to the NIB Ref. No._____ dated _____ issued by Chief Electoral Officer , Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun by a Bank Guarantee from a Scheduled Commercial Bank having its branch at Dehradun irrevocable and operative till the bid validity date (i.e. days from the date of submission of bid).

It may be extended if required in concurrence with the bid validity. And whereas the Bidder desires to furnish a Bank Guarantee for a sum of )> to the CEO , Uttarakhand as earnest money deposit.

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the CEO, Uttarakhand of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the Office of CEO Uttarakhand shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Office of CEO Uttarakhand on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the Office of CEO Uttarakhand that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Office of CEO Uttarakhand shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Office of CEO Uttarakhand and it is further declared that it shall not be necessary for the Office of CEO Uttarakhand to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the

Bank, notwithstanding any security which the Office of CEO Uttarakhand may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of Office of CEO Uttarakhand to recover the said amount of )> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. .....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to )> and our guarantee shall remain in force till bid validity period i.e. days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date .....

(Signature) .....

Place .....

(Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of: WTTNESS (with full name, designation, address & official seal, if any)

1. .....

2. .....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number

## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.

2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).

3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address

4. The Bank Guarantee should be executed by Scheduled Commercial Bank only.

5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.

6. The contents of Bank Guarantee shall be strictly as per format prescribed in bid document

7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.

8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

Form-BD (PS)-XI

# BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

**(To be stamped in accordance with Stamp Act and on a Stamp Paper to be issued by a Scheduled commercial bank having its branch at Dehradun and payable at par at Dehradun, Uttarakhand)**

To,
**Chief Electoral Officer**
**Office of the Chief Electoral Officer, Uttarakhand**
First Floor, Vishwakarma Bhawan
Uttarakhand Secretariat
Dehradun

1. In consideration of Chief Electoral Officer , Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun the having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)"from the demand, under the terms and conditions of an Agreement No.....dated .....made between the , Office of Chief Electoral Officer Uttarakhand through.....and .....(vendor) for the supply of goods .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said vendor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do here by undertake to pay to the Office of Chief Electoral Officer Uttarakhand an amount not exceeding Rs.....(Rupees.....only) on demand.

2. We.....(Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Office of Chief Electoral Officer Uttarakhand. Any such demand made on the bank by the Office of Chief Electoral Officer Uttarakhand shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Office of Chief Electoral Officer Uttarakhand and We.....(Indicate the name of Bank), bound ourselves with all directions given by Office of Chief Electoral Officer Uttarakhand regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We.....(indicate the name of Bank), undertake to pay to the Office of Chief Electoral Officer Uttarakhand any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to and that it shall continue to be enforceable for above specified period till all the dues of Office of Chief Electoral Officer Uttarakhand under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Office of Chief Electoral Officer Uttarakhand certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said vendor and accordingly discharges this guarantee.

5. We .....(indicate the name of Bank) further agree with the Office of Chief Electoral Officer Uttarakhand that the Office of Chief Electoral Officer Uttarakhand shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said vendor (s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Office of Chief Electoral Officer Uttarakhand against the said vendor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said vendor or for any forbearance, act or omission on the part of the Office of Chief Electoral Officer Uttarakhand or any indulgence by the Office of Chief Electoral Officer Uttarakhand to the said vendor (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the vendor (s).

7. We .....(indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Office of Chief Electoral Officer Uttarakhand in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Office of Chief Electoral Officer Uttarakhand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

9. It shall not be necessary for the Office of Chief Electoral Officer Uttarakhand to proceed against the vendor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Office of Chief Electoral Officer Uttarakhand may have obtained or obtain from the contractor.

10. We ..... (indicate the name of Bank) verify that we have a branch at Dehradun. We undertake that this Bank Guarantee shall be payable at any of its branch at Dehradun. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day

.11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank

Dated.....day of.....

**For and on behalf of the (indicate the Bank)**

**Signature (Name & Designation)**

**Bank's Seal**

**The above performance Guarantee is accepted by the Office of Chief Electoral Officer Uttarakhand For and on behalf of the Office of Chief Electoral Officer Uttarakhand**

**Signature**

**(Name & Designation)**

| | |
|---|---|
| **BDS** | Bid Data Sheet |
| **BG** | Bank Guarantee |
| **CEO** | Chief Electoral Officer |
| **DD** | Demand Draft |
| **EMD** | Earnest Money Deposit |
| **FDR** | Fixed Deposit Receipt |
| **ITB** | Instruction to Bidder |
| **LoA/ LoI** | Letter of Award/ Letter of Intent |
| **NIB** | Notice Inviting Bid |
| **NSC** | National Saving Certificate |
| **PE** | Procuring Entity |
| **PS/PSD** | Performance Security/ Performance Security Deposit |
| **TDR** | Time Deposit Receipt |
| **TIE** | Tender Inviting Authority |
| | |